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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

The New Judge.

IT IS stated that Mr. J. R. ATKIN, K.C., has been selected for appointment as the additional judge of the King's Bench Division. The position which Mr. ATKIN has attained as a commercial lawyer makes the appointment probable, and also, we may say, welcome.

The Late Mr. Robert Ellett.

WE RECORD with great regret the death of Mr. ROBERT ELLETT, of Cirencester, who was president of the Law Society in 1900, and who had been for many years one of the most active and useful members of the Council. He was taken ill while at the Society's offices; his condition was too serious for him to be removed, and he died there on Tuesday. We must defer till next week the fuller appreciation which is due to his position and work as a solicitor, and to the services which he ungrudgingly rendered to the profession.

The Lord Chancellor on Managing Clerks.

LORD HALDANE appears to have been in happy vein at the dinner of the United Law Clerks' Society last week. He paid a well-merited compliment to the ability with which managing clerks handle the business which comes before them, an ability which alone makes it possible for the leading professional practices to be carried on; and he expressed in well-chosen words the essential function of lawyers in the social machine. Litigation is but a fraction of their work. Their business, indeed, is to avoid litigation. "They keep the wheels of society running smoothly." Lawyers have an assured position in the modern world, the importance of which is not likely to diminish. The future, it may be said, both at home and in international matters, lies with them.

The Late Lord Ashbourne.

ALTHOUGH THE late Lord ASHBOURNE sat occasionally in the Judicial Sessions of the House of Lords, especially when Irish appeals were being heard, he was essentially an Irish lawyer and an Irish judge, and very little was known of him by the English Bar. To the public at large he was scarcely even a name;

probably very few intelligent laymen could have remembered offhand that he had been Lord Chancellor of Ireland. Yet thirty years ago, for a season and a day, his name was almost as well known in the United Kingdom as is that of Sir EDWARD CARSON now. A convinced Unionist and an obstinate fighter, he played a great part in the struggle against Home Rule, and when Mr. GLADSTONE'S first Bill was before the House of Commons he took, from his seat on the Opposition benches at St. Stephen's, a prominent part in the political warfare that raged around it. When a Unionist Administration came into power he devoted his parliamentary talents chiefly to the task—no easy one—of piloting through Parliament his scheme of Irish Land-Purchase, which, we understand, has proved so great a success. Indeed, to him, more than to any other man, is due the peaceful revolution in the Irish land system, in which, through the skilful manipulation of British credit, a poverty-stricken tenantry have been gradually converted into a nation of freeholders owning their own land and paying for it by easy instalments. Of course, later Acts extended and improved Lord ASHBOURNE'S scheme; but upon him fell the brunt of trying the experiment, and to his disregard of difficulties its initial success was due. Assailed at once by doctrinaire land reformers and bigoted landowners, denounced as a financial juggler by eminent authorities on commerce, and reprobated by orthodox economists, the Bill went through because Lord ASHBOURNE was a lawyer, and took a lawyer's practical view of his task. He fought for the triumph of his Bill as he would have fought to win a victory in court; he was ready to amend his scheme even when amendment knocked out the basic principle on which it was believed to be founded; he never worried about theory so long as, by a compromise, he could get more or less the result he had set out to win. His success with so sweeping a measure, like that of Sir JOHN SIMON in drafting and piloting the present Home Rule Bill through the House of Commons, is a striking refutation of the common—but quite erroneous—belief that successful lawyers are seldom good at practical constructive statesmanship.

Parliament and the Additional Judge.

IN VIEW of the interim report of the Royal Commission on Delay in the King's Bench Division it was, of course, certain that Parliament would sanction the appointment of an additional judge. Until 1907 the number of judges in the division was fifteen. In that year an additional judge was appointed under section 18 of the Appellate Jurisdiction Act, 1876, on account of the increase of work caused by the establishment of the Court of Criminal Appeal, and the number remained at sixteen until the growth of arrears necessitated the passing of the Supreme Court of Judicature Act, 1910, under which the immediate appointment of two more judges was authorized. But a vacancy occurring among the puisne judges, that is, the judges other than the Lord Chief Justice, cannot, so long as such judges are fifteen in number or upwards, be filled without an address from both Houses of Parliament "representing that the state of business in the King's Bench Division requires that such vacancy should be filled. The necessary address was voted in the House of Lords before Whitsuntide and by the House of Commons on Tuesday. In the House of Commons the dissentients numbered only thirteen, while 202 were present to vote in favour of the address. Quite apart from the possible effect of any changes in administration which may be adopted in saving judicial time, the advantages of having a bench sufficiently manned to deal with the work without undue pressure, and without inconvenience to suitors, overrides any objection based on increased expense. The administration of justice—largely paid for out of suitors' fees—is one of the first duties of the Government; and while money is unsparingly lavished in other directions, the cost of this department certainly should not be grudged. But it is unfortunate that, owing to the form of the Act of 1910, any chance vacancy in the King's Bench Division, other than in the Lord Chief Justiceship, will necessitate a further application to Parliament before it can be filled.

The Proposed Increase in Law-Lords.

THE SECOND reading of the Appellate Jurisdiction Bill, which has already passed the House of Lords this year, was carried on Wednesday in the House of Commons by a majority similar to that in favour of the additional judge of the King's Bench Division, namely, 296 to 20. This is the Bill which proposes to increase the number of the law-lords from four to six by the appointment of two English judges "of the finest quality," in accordance with a resolution of the Imperial Conference of 1911. We have not been accustomed to regard either the House of Lords or the Judicial Committee of the Privy Council as overburdened with work, but the colonies, it seems, desire that appeals from their courts shall go before a tribunal composed of a larger number of judges than has sometimes been the case, and the change will enable the committee to be more effectively constituted in this respect. But we regret that the Attorney-General's statement, in moving the second reading of the Bill, was unsatisfactory as regards the future practice of the Committee. On the technical ground that this tribunal does not give a judgment of its own but only advises the Crown, the practice has been established—not without protest at one time—of giving only a single judgment. Sometimes when the author of the judgment is known to be a judge of eminence, the judgment carries weight. When the judges all sink their individuality in a common judgment which cannot be traced in this way, it ceases to be of interest and its authority dwindles. The reason of the practice has no substance, and the Judicial Committee should be entitled to rank as an appellate tribunal on the same footing as the House of Lords. The Attorney-General says that, after a good deal of correspondence, the Dominions have substantially agreed to the view expressed by the representatives of the tribunal here, that it is better to adhere to the old practice of a single judgment. We do not know who are the representatives referred to, but we are not aware that the question of the constitution and practice of the Judicial Committee have ever been the subject of proper discussion. If they had, we have little doubt that the view in favour of separate judgments, and of placing the court on the footing of a court of law, would have been prominently urged.

The House of Lords and Separate Judgments.

IT MAY be said, of course, that the country is not greatly concerned in the constitution and practice of the Judicial Committee. That tribunal is, in general, only concerned with the self-governing and Crown Colonies and India, and presumably it will shortly take appeals from Ireland. We have our own appellate tribunal in the House of Lords, and the separate judgments delivered there comprise many of the most important contributions to the law. No doubt, the decisions would still have been binding on inferior courts had they been a mere compromise between majority and minority opinions, but the interest would have gone out of them, and the position of the individual law-lords would have been reduced in professional, if not in popular, reputation. This the spirit of the English law has prevented, and we should view the perpetuation of the Privy Council practice with equanimity if we could feel sure about the future of the House of Lords. But that is just the difficulty. We doubt whether at present any definite plans for its future are in existence. Change, however, in that House is bound to come, and in what form the tribunal of final appeal for this country will emerge is a matter about which it is impossible to prophesy. But we trust that the present House of Lords as a court of law will not be imperialized out of separate judgments. We do not wish to lose such judgments as Lord MACNAGHTEN, for instance, gave in the past, or the judgments which present law-lords are likely to give in the future. If they are to be muzzled, we would sooner have them in the Court of Appeal.

The Report of the Jury Committee.

WE HOPE shortly to deal at length with the report just issued by the Departmental Committee appointed by the Home Office to consider the working of our present jury system. At present, we propose merely to indicate the chief findings and recommendations of the Committee. For some years past two criticisms of somewhat different kinds have been passed on the jury system; first, that juries, particularly special juries, are drawn from classes which regard without sympathy the industrial claims of the working classes, and therefore are

not always able to decide without some underlying bias cases which arise out of industrial disputes; secondly, that owing to the exemption of most professional men and practically the whole working-class, the burden of unpaid jury service falls with undue severity on one class, the business man in wholesale or retail trade. The result of these criticisms, in Parliament and the Press, was the appointment of the present Committee, under the chairmanship of Lord MERSEY, with full powers to inquire and reports as to any reforms they might consider necessary. The Committee was a most catholic one, comprising, in addition to several officials, members of Parliament drawn from the ranks of all the three English political parties, and three representatives of the legal profession not connected with the House of Commons—namely, Lord MERSEY, Judge PARRY, and Mr. ENGLISH HARRISON, K.C. Two reports have now been issued. The majority report is signed by Lord MERSEY, Mr. BLACKWELL, Mr. BURCHELL, Mr. HENRY HOBHOUSE, and Mr. GWYNNE, M.P., and there is a memorandum to it signed by Mr. ENGLISH HARRISON and also by Mr. GWYNNE. The minority report is signed by Judge PARRY and two members of Parliament, namely, Mr. ELLIES DAVIES and Mr. SNOWDEN.

The Recommendations of the Committee.

The difference between the two reports is one of pace rather than of principle; the authors of the minority report wish to make greater and more revolutionary changes than commend themselves to the more cautious majority. Mr. ENGLISH HARRISON and Mr. GWYNNE agree generally with the majority, but dissent strongly in their memorandum from one proposal—namely, the limitation of the right to trial by jury in civil cases. The chief recommendations of the majority report (there are forty-five in all) appear to be: (1) that in all civil actions, except defamation, unless both parties desire a jury, the Master (and on appeal the judge in chambers) shall have an absolute discretion to decide whether or not a jury is necessary, and if necessary, whether it is to be a common or a special jury; (2) that when a member of a jury dies, becomes ill, or makes default after the commencement of the trial, the rest of the jury shall be competent to return a verdict; (3) that the rating qualifications for common and special jurors be reduced to £20 in Middlesex and London, and £15 elsewhere (except in the case of licensed premises, where the qualification for special jurors is to be raised); and (4) that common jurymen shall be paid out-of-pocket expenses and receive allowances for (*a*) subsistence, (*b*) travelling, and (*c*) lodgings. The other recommendations are subsidiary to the above, or are chiefly concerned with the mere machinery of preparing lists and summoning jurors. The minority report, on the other hand, is concerned chiefly with substantial reforms and proposes the following drastic changes: (1) Abolition of the special jury; (2) assimilation of the jury list to the parliamentary register; (3) the appointment of a permanent official as a summoner of all juries; and (4) the selection of jurors from the list by an automatic system, and not at the discretion of the summoner. There can be no doubt that the changes advocated by the minority, although somewhat sweeping, have at least the merit of extreme simplicity.

Penal Actions and Technicalities.

DOUBTLESS TECHNICAL objections, like estoppels, are odious, but, at times, they are of great service in enabling a judge to defeat an exaggerated claim to which there is no legal reply. Such is the conclusion one arrives at when one reflects on the dramatic climax which marks the final stage of the now celebrated penal action against a member of Parliament: *Forbes* v. *Sir Stuart Samuel* (*Times*, 29th inst.). The plaintiff, a common informer, had brought his action for penalties under the Act of 1782, passed before the Union, and only applying to English departments of State, instead of under the later Act of 1803, passed after the Union, and possessed of a wider scope. The result was that his statement of claim disclosed no ground of action. Of course, nowadays, both in civil and criminal proceedings, judges have in their discretion wide powers of amendment. But such discretion ought not to be exercised when there are no merits behind the technical claim of the plaintiff. "He who seeks equity must do equity;" by analogy, he who founds his claim on a technical, but admittedly honest and innocent breach of a statute, can scarcely complain if he is hoist on his own petard, and defeated by a technical objection. In the present case, however, SCRUTTON, J., had an additional reason for refusing to amend. Two other plaintiffs have started penal actions; if the plaintiff amended and got judgment now he would oust the others, for only one person can succeed in a penal action. All things considered, the learned judge saw no reason for assisting the plaintiff, whose technicalities were wrong, to defeat the possible claims of the other plaintiffs.

The Outcry against Devilling.

THERE ARE nowadays certain questions of professional practice on which the two branches of the legal profession fail to take quite the same views, although in all cases we believe there is less difference of opinion than readers of the public press are disposed to imagine. One of these is the system at the bar known as devilling. There are two kinds of devilling—chamber devilling and devilling in court; but it is only the latter, we suppose, to which any objection is taken. As a matter of fact, there is much to be said on both sides. A client, lay or professional, desires the services of a certain barrister in court, and a brief is duly delivered to him. When the case comes on, his counsel either never turns up at all or only runs in to take a witness or make a speech; the rest of the work is done by a "devil," about whom the client knows little or nothing. Naturally he is annoyed; the inevitable anxiety attending every lawsuit is increased by lack of confidence in the man who is to fight it for him. And, especially if he loses, he grumbles at paying counsel's fees to counsel who did not do the work. *Primâ facie*, all this is not unreasonable. But there is another side to the question. Counsel, when he receives a brief, has not control over the date of the appearance in the list; three cases, as to which the same junior settled the statement of claim at intervals of six months apart, may be put down in different courts on the same day. Again, he may have a perfectly free week ahead of him when he actually receives a brief, may attend in court every day awaiting his case, and find that it is checked by some case of unexpected length until next week, when he is busy in some other court. He has done all the heavy work of getting up his case and constructing legal arguments; why should he send back the brief and go unpaid for some reason which is no fault of his? And if he does do so at the last moment, will a new barrister, hastily instructed, obtain the mastery of the case so as to do it justice? On the other hand, his devil has, at least, read the papers and assisted him to get up the case; why should not his devil fight it in court? Until some solution to this embarrassment of counsel is found, we fear that it is neither just nor practicable to insist on the return of brief and fee whenever at the last moment he cannot attend.

Suggestions for Reform.

BUT WE believe that the Bar Council and the Committee of the Law Society, if they put their heads together and tried to arrive at some readjustment of existing etiquette, could work out several quite practicable reforms which would tend to meet the grumbles of the lay-client without destroying the present system of devilling. To be considered at all, such reforms must be not very sweeping, and must be not inconsistent with the main lines of legal traditions. Bearing this in mind, we offer one or two suggestions. In the first place, when the solicitor delivers the brief to the barrister's clerk on the definite understanding that he must either refuse it at once or promise to attend in any event, a special endorsement of that fact might be made on the brief when delivered, in some common form and initialled by counsel or by his clerk; this would avoid the misunderstandings as to the conditions actually made which occasionally arise. If unable to carry out in such a case the condition on which the brief was delivered, the fee should be returnable. Again, when some busy counsel is instructed but cannot warrant his attendance, the fee marked on his brief might be divided into two fees, one for reading the papers and the other for actual attendance in court. If no actual attendance were made by counsel, only the first fee should be payable. And we see no reason why, on delivering a brief, the solicitor should not be allowed to name a second counsel to

whom it is to be transferred if the one briefed is unable to attend. In practice this is done often enough by private arrangement, and the practice might very well be regularized and made general by receiving official recognition. Lastly, why should not the solicitor be allowed to brief a second counsel with a retainer of one guinea, such counsel to have a right to a new brief with the full ordinary fee if first counsel is unable to attend. We believe that these innovations would be neither very great nor would they be unworkable, and we really do not see why some tentative steps in the directions indicated should not be taken by the responsible authorities in both branches of the profession. In any case discussion of them can do no harm. With regard to the system of devilling in the Chancery Division, we may refer our readers to the interesting letter in the *Times* of the 29th inst., by a correspondent writing from Lincoln's Inn under the familiar initials "A. U."

Determination of a Quarterly Tenancy.

A CORRESPONDENT, whose letter we print elsewhere, raises a question as to the date when a periodical tenancy, following a fixed term, can be determined. The agreement in the case which he puts is for a term of "three years, and thence on a quarterly tenancy" from Christmas, 1910, and he states that there is doubt whether the earliest date for determination of the tenancy is at Lady-day or Midsummer-day, 1914; in other words, at the end of the first or second quarter after the expiration of the fixed term. It may be taken to be clear that the tenancy cannot be determined at the end of the three years. If authority is needed for this, it will be found in *Cannon Brewery* v. *Nash* (77 L.T. 648), where the lease was for six months, and so on from six months to six months, until six calendar months' notice was given. This was a tenancy for a year at least. The words shew that there is to be a fixed term, and then something more; there must be a beginning of the periodic tenancy as well. But need there be more than a beginning? A tenancy from year to year can be determined at the end of the first year as well as any subsequent year, unless there is something to shew that the parties intended a two years' tenancy at least (*Doe* v. *Smaridge*, 7 Q. B., p. 959; see "Laws of England," Vol. 15, p. 439). There appears to be no such indication in the present case; the parties must start on the quarterly tenancy, but there is no reason why they should continue that tenancy, and notice can at once be given to determine at the end of the first quarter; that is, notice can be given at Christmas, 1913, to determine in March, 1914. The recent decision of NEVILLE, J., in *Re Searle* (1912, 1 Ch. 610) is in accordance with this view. There the tenancy was "for two years certain and thereafter from year to year." The parties were bound to go on to the yearly tenancy; that is, neither could determine at the end of the second year. But having started on the first year of the annual tenancy, it was competent to give notice to determine at the end of that year; it was not necessary to go on to another. So here, it is not necessary to go into the second quarter. The only variation is that the notice, being a quarter's notice, must be given at the beginning of the first period, instead of, as in a yearly tenancy, during its currency. But this does not seem to make any difference in principle.

Alteration in Picture Without the Consent of the Artist.

A CURIOUS case affecting the rights of the purchaser of pictures has recently been determined by the German Imperial Court. A lady, who owned a private residence in Berlin, of which she occupied the upper floor, while the lower floor was let to a tenant, desired to have the vestibule of the house decorated by a fresco painting, and engaged a well-known artist to do the work. The painting, when finished, represented an island, with some nude figures of Sirens. To these nude figures the lady who had ordered the painting took exception, and employed another artist to paint over the figures so that they appeared to be draped. The first artist contended that this change violated rights which, as an artist, he had in the integrity of his work, and although the owner covered the altered portion of the fresco by a curtain, he was not satisfied but brought an action demanding the restoration of the painting to its original condition, or, failing in that demand, its entire withdrawal from the view of strangers. The court is stated to have granted the petition, and to have directed the overpainted drapery to be removed. It is scarcely necessary to say that there would be great difficulty, the property in the picture having passed, in obtaining a similar decision in the English courts. As between the artist and his employer it might be contended that it was an implied term of the contract for the execution of the work that the picture should not be altered or tampered with, so as to present it to the world in a form which did not represent the individuality of the artist. A similar case would be that of the publisher, who, having purchased the interest in a literary work from the author, should afterwards cause additions or alterations to be made by another writer. It may be that, upon proof of such an unwarrantable interference with the character of the work, an action to recover damages might be successfully maintained. But the difficulty in directing the removal of the alteration in the picture would probably be an insuperable obstacle to any further remedy.

Lord Justice Farwell.

THE retirement of Lord Justice FARWELL, the announcement of which has been received with great regret, removes from the Court of Appeal its strongest equity lawyer. Indeed, until the star of Lord PARKER began to rise above the firmament some half-dozen years ago, and gradually outshone the brilliance of all its rivals, most Chancery practitioners would have named the retiring judge as the only equity judge whose decisions could be regarded as approaching in authority those of the late Lord MACNAGHTEN. When one bears in mind the generally recognized weakness of the House of Lords in equity talent, it is all the more surprising that Lord Justice FARWELL never found his way there, although, after a remarkably distinguished career in the humbler rank of a first instance judge, he gained a well-earned place in the Court of Appeal. No doubt his failure to secure a seat in the final Court of Appeal was partly due to the fact that the avenue to that great tribunal seems to lie chiefly through the channels of law-office and political services; but possibly the unpopular character of his decision in the celebrated *Taff Vale Case* (1901, A. C. 426), made both the late and the present Lord Chancellor somewhat reluctant to incur political criticism by advancing him to the position which the legal profession at large would have liked to see him occupy. However that may be, the name of Lord Justice FARWELL must be added to the names of some half-dozen great equity lawyers—of whom Sir GEORGE JESSEL is, of course, the most famous—whose talents were never employed to strengthen the highest of our courts.

Although it is with questions of real property and the elucidation of equity rules that scholarly minds associate Lord Justice FARWELL, his mind had a wider judicial scope than is usually found to be the case with those whose whole legal career has been spent in the Chancery Division. Masculine grasp of principle, and an almost light-hearted reliance on grim logic, even when it conflicted with views generally held, were the essential characteristics of his mind, and he displayed them at least as much upon purely common law points and on questions of constitutional or at any rate quasi-constitutional importance, as he did in dealing with the incidents of equitable estates. The extent and grasp of his powers have been displayed in a great variety of interesting cases; but it will be sufficient for the present purpose if we confine ourselves to three of his ablest decisions—one dealing with the law of corporations (*Taff Vale Railway Co.* v. *Amalgamated Society of Railway Servants*, 1901, A.C. 426), a second with the character of negative easements (*In Re Nisbet and Potts' Contract*, 1905, 1 Ch. 391), and a third disentangling the hopeless confusion into which the law of negligence seems to have fallen (*Latham* v. *Johnson*, 1913, 1 Ch. 399). The first two decisions are very famous, and have been referred to or followed in a multitude of later cases; when he delivered judgment in each case Lord Justice FARWELL was still only a judge of first instance, and possibly the second case might be named as that which secured for him his promotion. The third judgment was delivered quite

recently in the Court of Appeal, and will long be regarded as a classic in certain branches of the law of negligence.

Now, it is really a fact, and a most singular fact, that Lord Justice FARWELL'S first great case, which was decided by him as vacation judge—famous as it has since become—was not reported at all in the *Law Reports*. Those who wish to find his views upon the liability of trade unions must go to the report in the House of Lords, where his judgment is set out before the arguments in the higher courts, in the *Taff Vale Appeal* 1901, A. C. 426), or else they can find it in the report given in this journal at the time (44 SOLICITORS' JOURNAL, p. 744). Moreover, even when the House of Lords report is given, it is graced with the very briefest of headnotes, just this—"A trade union, registered under the Trade Union Acts, 1871 and 1875, may be sued in its registered name. The decision of the Court of Appeal (1901, 1 K. B. 170), reversed, and the decision of FARWELL, J., restored." Was there ever so short a headnote to so famous a case? As is well known, FARWELL J., was reversed unanimously by three strong judges, A. L. SMITH, M.R., and COLLINS and STIRLING, L.JJ. In the House of Lords his decision was restored with equal unanimity by Lords MACNAGHTEN, SHAND, BRAMPTON, and LINDLEY. In due course of time a statute was passed, the Trade Disputes Act, 1906, to overrule by legislative action the decision of that House.

The point at issue was one of those points, apparently simple, which afford scope for a really great talent for the appreciation of legal principles. The question was simply whether or not a trade union, which holds property and which has extensive powers and privileges conferred upon it by the constitutive Acts of 1871 and 1875, is liable to be sued in tort upon the principle of *Respondeat superior* for wrongful acts committed by its subordinates. Now, in order to be sued at all, you must be a *person*; you must have a *persona* which the law will regard as an *entity* capable of being rendered legally responsible for the acts it does or directs to be done, or at any rate permits to be done on its behalf. A human being is such an entity, he has a *persona* and can be sued. So is a partnership; by custom, statute and Rules of Court, a firm can be sued in the trade name. So, too, is a corporation, for a corporation is a legal entity distinct from the separate individualities of its members. But here the law calls a halt; a club, when unincorporated, cannot be sued, for it has no individuality or property of its own; its contracts are entered into by its officers as principals, not agents, and trustees hold its property for the benefit of its members. What then is the position of a trade union? With which of these two divergent classes of economic unities does it bear true legal analogy. FARWELL, J., answered the point with clear grasp of the point at issue. He saw at once that the existence of *persona*, or the possession of separate legal existence, turned on whether or not the group of individuals had a name recognized by law, a capacity to own property in its own right, and the power to perform legally valid acts through agents chosen by itself in accordance with its constitution. If it has these, then there is a legal entity distinct from the members; if it has not got these powers, then the group is in law only a name and not a reality. An analysis of the Trade Union Acts revealed the possession by trade unions of those three attributes, which an unincorporated club does not possess. Thereupon, in the teeth of practice and commonly held opinion, FARWELL, J., courageously followed out this principle to its logical conclusion; he decided fearlessly that trade unions could be sued.

The same quick intuition for first principles marked his decision in a very different class of cases, namely, the effect of title by limitation on negative easements. A squatter had acquired by twelve years' uninterrupted possession a title to land which had been burdened in perpetuity with negative easements forbidding building upon it. Under the Statute of Limitations, after twelve years' adverse possession by a squatter against the true owner, "the right and title of such person to the land . . . . shall be extinguished" (3 & 4 William 4, cap. 27, s. 34). Does this give the squatter a clear title as against the owner of the dominant tenement, for the benefit of which the negative easements were created? Such was the question which arose in *Re Nisbet and Potts' Contract* (*supra*). It is a point which obviously admits of endless subtle arguments, and on which the old law of seisin and equitable interests seemed to give an answer directly opposed to justice and convenience. Lord Justice FARWELL declined to follow the old law and his decision constituted perhaps, the greatest breach, with received notions which real property law has seen. He shewed that negative easements created by restrictive covenants are really equitable interests in the land which they burden, and therefore—like all equitable interests—binding on the land as such, until there is a purchaser who takes the legal estate for value and without notice. A squatter must be deemed to be a purchaser with notice; he is treated by the law as if he had acquired the legal estate in a lawful manner, and, therefore, is bound by any equities he would have discovered affecting the land had he investigated the title. What the Statute of Limitations extinguishes is simply the title of the legal owner to which the squatter succeeds, and not the equities which bound the property in the hands of the legal owner. Under the old law equities depended on the legal seisin and were destroyed by an adverse possession which created a tortious seisin. It was this doctrine that FARWELL, J., set aside, and he made the new departure so clear in his judgment, that no serious doubt as to the wisdom of the view he took—can be said to exist any longer in the minds of lawyers. Another case, not so celebrated, but of great value to conveyancers is *Manchester Brewery Co.* v. *Coombs* (1901, 2 Ch. 608), which dealt with the question of covenants running with the land as between landlord and tenant, where the lease was only operative in equity.

This same gift he shewed again in dealing with a subject not presumably so familiar to him—the common law of negligence. In *Cooke* v. *Midland Great Western Railway Co.* (1909, A. C. 229), the House of Lords had decided, in very vague language, a case which imposed on landowners an extremely high liability towards children. A series of later cases had followed or distinguished this principle in a way which only added to the confusion it created. No one really knew what was the liability of landowners to children, wherein exactly it differed from their liability to adults, or why it did so. In *Latham* v. *Johnson* (*supra*), Lord Justice FARWELL delivered a remarkable judgment, which has cleared away the clouds of difficulty. He shewed that *primâ facie* a landowner's liability for negligence to children is just the same as his liability to adults; a breach of some recognized legal duty to take care must be shewn. But certain defences available against adults are not available against children, because of their mental inferiority, *e.g.*, the defence that they are trespassers, or the defence of contributory negligence. It may safely be said that this brilliant judgment, which must be read at length in order to be appreciated at its full value, has made abundantly clear a principle which for the last three years had eluded the attempts of the whole common law bench to grasp it thoroughly, and apply it properly.

The King's Bench Commission.

III.

THREE witnesses were examined on behalf of the bar—Mr. MONTAGUE SHEARMAN, K.C., Mr. W. ENGLISH HARRISON, K.C., and Mr. DISTURNAL. Mr. SHEARMAN would remedy the overlapping of quarter sessions and assize cases by monthly sittings of the local criminal courts. "The judges spend many days on circuit in hearing cases which are cognisable by quarter sessions. My suggestion is that the system carried out within the area of the Central Criminal Court, of holding monthly instead of quarterly sittings, should be introduced throughout England in counties and boroughs, and that all cases cognisable at quarter sessions should be tried by county and borough recorders sitting once a month. The judge of assize would then try cases cognisable only by a judge and a few other suitable cases." The extension of the system of stipendiary magistrates is no doubt

desirable, but probably the present Commission will not think it within their province to recommend it. Obviously, however, Mr. SHEARMAN makes a good point when he says that criminal trials should be held quickly after the event, when the evidence of the witnesses is more exact and credible. As to civil business in London, he would secure its continuity by keeping a definite number of judges always available for it. "I suggest," he said, "that if you want a satisfactory system you should have a permanent staff in London kept separate from a permanent staff allotted to the country work—I do not mean two classes of judges, but for a whole term there should be a certain number of judges sitting in London, and they should never be taken out of London for any reason. If matters should break down on circuit, the system of Commissioners is available for the work on circuit. I suggest that there should be eight or nine judges in London permanently kept doing London work and not having their lists interfered with. They would get through a mass of work." On the question of juries, he is in favour of the retention of the present system, because, apparently, juries shew a wholesome disregard of strict legal rights. In actions on policies of insurance, for instance, they find for the plaintiff, on the 'healthy principle' that he has a policy and ought to be paid. And as to extension of the jurisdiction of the county courts Mr. SHEARMAN adopts a current opinion at the bar and is strongly opposed to it. "I have thought it over very seriously, and I do not think any extension of the jurisdiction of county courts would work. The county court judge is overburdened with his multifarious duties at the present time, and if you add to that some of the High Court work there would be a complete breakdown, and the public would not care to go to them at all." But we do not gather that this opinion is based upon recent experience of county court work.

Mr. ENGLISH HARRISON emphasized the severe strain which is frequently put upon judges on circuit by the effort to finish at one place before going on to the next, and like others he insisted on the necessity of maintaining in London the continuity of the more important business; he expressed himself as opposed to any substitution of an inferior official for the judge at chambers. The answer, of course, is that much of the business of the King's Bench Division now done in chambers ought to be done, like similar business in the Chancery Division, in court. Mr. HARRISON stated that the Bar Council are opposed to the transfer of bankruptcy and revenue business to the Chancery Division, although, clearly, that is the more appropriate division for it. The suggestion that criminal matters arise in connection with bankruptcy, and that, therefore, this business should remain in the King's Bench Division, is of no great weight. Mr. DISTURNAL'S evidence reiterated the demand for the increase in the judges, and the objection to any extension of county court jurisdiction. As regards the daily arrangement of business, he took the point frequently made before, that the lists should not contain cases which there is not a fair probability of reaching: "No more business should be inserted in a day's cause list than the court will be likely to finish in the one day. In following this principle it will be well to remember that it will be cheaper to the community as a whole that a judge should finish his list and rise early, than that several sets of parties should be kept hanging about and not taken at all." And he attributed the frequent inclusion of ineffective causes in the list to the rule which disallows, on taxation, costs of preparing for trial before the action is set down.

We have reserved to the last the evidence of Mr. Justice PHILLIMORE and Master T. WILLES CHITTY. The former was one of a committee of five appointed by the judges of the King's Bench Division in connection with the Commission, and he gave evidence, we gather, on behalf of the committee. The increased pressure in the division he attributes to the more thorough and exhaustive way in which cases are now tried, as well as to the additional business caused by recent changes in assize work and by the establishment of the Court of Criminal Appeal. A good deal of time was given to discussing the circuit arrangements and the occasional waste of time on circuit. This waste seems to be an inevitable consequence of the necessity of fixing dates in advance. To some extent the inconveniences of travel, especially in Wales, are now avoided by the use of motor-cars. The committee of judges are opposed to the clearing off of all the smaller cases in advance of the Assizes. "We think," said Sir WALTER PHILLIMORE, "first of all, that it is very desirable that magistrates and recorders, and even chairmen of quarter sessions, should occasionally see the smaller criminal cases tried by a High Court judge. Secondly, we know that a great many cases which can be tried at quarter sessions are yet of extreme importance, and had better, on the whole, go to a High Court judge; and, thirdly—and this is one of my colleagues' very strong points—that we who sit as judges of the Court of Criminal Appeal consider it extremely desirable that we should not lose touch of the class of cases dealt with by recorders and chairmen of quarter sessions, else we shall not understand how to deal with them in the Court of Criminal Appeal." As to the proposed transfer of bankruptcy work, Mr. Justice PHILLIMORE prefers for various reasons to keep it in the King's Bench Division, and he differs from JOYCE, J., as to the expediency of imprisonment for non-payment of money:—"To my mind it is a most valuable jurisdiction; amongst other things, it is sometimes the only way in which husbands who will not pay their wives alimony can be made to pay; and I get quite an appreciable number of those cases every year. As exercised in the High Court, and, I hope, everywhere, it is a jurisdiction which makes those people who can, and will not, pay." The conclusion of the whole matter, so far as the committee of judges is concerned, is that the delays ought to be met by a sufficient addition to the bench, and that if this is done other matters can be left as they are.

The evidence given by Master WILLES CHITTY is important by reason of his well-known eminence both in matters of law and practice. We have already (p. 492, *ante*) mentioned his chief suggestions. The summons for directions should either be done away with altogether, or else should be made a really efficient proceeding. For the latter purpose the representatives of the parties attending the summons should be more fully instructed as to the merits and requirements of the case than is at present the practice. "This would probably make it reasonable to allow a larger fee than is now allowed, but this would, I feel sure, be more than compensated in most cases by the subsequent saving of expense." Pleadings should be simplified "and a short and concise statement of the 'points' relied on by either side and of the nature of the claim made and relief sought without any narrative or evidence or unnecessary details substituted. All the long traverses at present set out in the defence should be made unnecessary. A system somewhat similar to that in use in the cases in the 'Commercial List' should be adopted in all cases in which pleadings were ordered at all," He is averse to trial by jury, and thinks that "in process of time we shall come to a state of things when trial by jury will be practically abolished." He would have a "chief master" to replace the present judge at chambers, and alter the existing chamber practice by sending certain matters, such as prohibition, into court, and sending appeals in certain other matters direct from the master to the court.

But the most important of his suggestions, and the one which points most clearly to the reform of the future, even if it is not immediately practicable, is the unification of the systems of central and local administration of justice:—

> "I venture to think that the real remedy for the present state of things is the amalgamation of the High Court and the county courts into one, so as to make all the courts branches of one supreme court. I would abolish the present circuit system, and, in addition to the present county courts or in extension of them, establish 'district courts' at certain large central places where there should be continuous sittings by 'district judges,' intermediate between the present county court judges and High Court judges. Judges of the High Court would periodically visit these district courts and hold sittings there for the trial of the more important cases. This would afford an equivalent for the present circuit system in places where it is justified, and would relieve the High Court judges from all necessity for attending the smaller circuit towns. It would also, I think, relieve the county court from being overloaded with heavy cases, and enable them to give more time to the smaller cases for which they were originally intended and for which they really are required. A system by which cases could easily be transferred from one class of court to another should be provided. One great thing to aim at, I venture to submit, is the establishing of continuous sittings in London, meaning thereby the regular and continuous

sitting from day to day throughout the year, say, of at least six courts. So far as possible the same judge should sit in the same court, continuously doing the same class of work for at least the whole of a 'sitting' or other defined period."

This represents the view of the clear-minded constructive reformer, not trammelled by immediate considerations of the scope of the inquiry. But the terms of the inquiry will, we imagine, restrict any recommendations the Commission may make to alterations in the work of the King's Bench Division as it is now constituted.

Reviews.

Conveyancing.

PRIDEAUX'S FORMS AND PRECEDENTS IN CONVEYANCING (INCORPORATING WOLSTENHOLME'S FORMS AND PRECEDENTS); WITH DISSERTATIONS AND NOTES ON ITS LAWS AND PRACTICE. TWENTY-FIRST EDITION. By BENJAMIN LENNARD CHERRY, LL.B., and REGINALD BEDDINGTON, B.A., Barristers-at-Law. In Two Volumes. Stevens & Sons (Limited). £4.

In compiling a book of precedents there is an obvious convenience in affording separate treatment to clauses which are of frequent occurrence and to precedents of an entire draft. To give entire precedents suited to the numerous cases which arise in practice would swell the book to unmanageable dimensions. But by giving separately the clauses which are either common form or are typical of clauses which must be inserted, and then compiling the various precedents by reference to these, it is possible to increase enormously the scope of the work. This system, which was adopted in the last edition of "Prideaux," has been continued in the present, and the result is to furnish the draftsman with a work which he can readily use, and which, with suitable supervision, he can safely place in the hands of a clerk, and also to provide him with precedents suited for nearly all the drafts which he will be called upon to prepare. We do not mean to imply that drafting can, save in simple cases, be reduced to the task of the mere copyist. It is work which requires both care and skill, and in general it involves technical also knowledge and practical experience of a very high order. But even in complicated cases the book of precedents forms the groundwork of the draft, and a reliable and well-arranged collection is not only indispensable for every-day use, but is of great assistance to the expert draftsman.

An instance of the endeavours of the editors of the present edition of Prideaux to make the work widely useful, and to cover all cases likely to come before the draftsman, will be found in the extensive and well classified collection of precedents of conveyances on sale. After some seventy clauses for use as they may be required, the complete forms are arranged, first, according to the title of the vendors—whether absolute owners, selling without or with the concurrence of incumbrancers, incumbrancers realizing their securities, trustees or tenants for life selling under powers of sale, in the settlement or statutory, or otherwise; then according to the character of the purchasers; and next according to the nature of the subject-matter conveyed. The last section includes conveyances in which easements and minerals form the subject either of conveyance or reservation. The precedents in this part of the work and elsewhere are accompanied by the dissertations on the law and practice of conveyancing which have always been a feature of "Prideaux," and which in the present edition have been very effectively revised and brought up to date.

The question of searches is frequently one which causes the practitioner difficulty, but it has been greatly simplified by recent legislation depriving judgments and Crown debts of their effect until execution in some form has been registered, and also of the facilities for official searches, facilities which, in course of time, it may be hoped, will be extended to bankruptcies. This branch of the subject is usefully dealt with, both as regards the former law of judgments, and the present practice as to searches for writs and orders and for other matters. The facilities for searches in the Middlesex Register have, it may be noted, been greatly improved since the publication of this edition by the Land Registry (Middlesex Deeds) Rules which came into operation in March (pp. 221, 229, *ante*). A division of the work is devoted to precedents relating to registered land; and of other special matters dealt with, we may notice the dissertation on, and collection of forms relating to, patents. In conveyances to new trustees it is sometimes forgotten that the implied statutory covenant against incumbrances is void if the same person is both a transferor and a transferee. This difficulty may be met either by inserting an express covenant, or by making special provision that the implied covenant shall operate as though the new trustees were the sole transferees. The point is noticed at Vol. II. p. 693, and the latter device adopted.

Company Law.

CONCISE PRECEDENTS UNDER THE COMPANIES (CONSOLIDATION) ACT, 1908. By F. GORE-BROWNE, M.A., K.C. Fourth Edition. By D. G. HEMMANT, Barrister-at-Law. Jordan & Sons (Limited). 20s. net.

This edition of Mr. Gore-Browne's useful collection of precedents is the first which has appeared since the Companies Consolidation Act of 1908, and the change in the references to statute law has naturally necessitated extensive revision; and to prevent the growth of the work in consequence of new decisions and new statute law, the editor has decided to omit the sections dealing with winding up which the earlier editions contained, though he has kept the parts relating to reconstruction and schemes of arrangement and compromise. The precedents open with a form of memorandum of association, containing clauses exhausting in the approved style all the letters of the alphabet, and covering every operation which the ingenuity of the draftsman can conceive the company as requiring to undertake. For those, however, who are content to shorten the document and insert only what is essential a short form of memorandum is provided. The question of articles of association is more serious, for company promoters, in order to save expense, are frequently content to accept Table A, with modifications, and then it is often a matter of difficulty to decide on what modifications shall be made. The only satisfactory way is for the company to have its own full form of articles. This gives the draftsman the chance of making satisfactory regulations and places them before the officers and members of the company in convenient shape. The form given in this book can be accepted by the draftsman as a reliable guide, and it is carefully annotated so as to shew the operation of the various clauses and the reason for their insertion. There is also a precedent of articles adopting Table A, with modifications, and these are followed by similar forms adapted to the case of a private company. The form here properly excludes clauses 35 to 40 of Table A, providing for the issue of share warrants to bearer. They are seldom required in any company, and should never have been included in Table A, but if Table A is adopted without excluding them, the company is not restricted to fifty members and cannot be a private company.

In regard to the prospectus, clear directions are given as to the disclosure which it is necessary to make, both to comply with the general duty of disclosure as established by the cases and with the statutory requirements. This part of the work, including the liability in respect of misrepresentation, has been prepared with much care. Passing to the transactions arising in the course of the company's existence, the law as to the transfer and transmission of shares is carefully discussed, including the question of transfer to escape liability, which was raised recently in *Re Discoverers' Finance Corporation* (1910, 1 Ch. 312), and liability in respect of forged transfers. Another useful section is that dealing with the borrowing powers of a company, and the nature of debentures, and the numerous precedents furnish efficient help to the draftsman.

Debentures.

A TREATISE ON THE LAW RELATING TO DEBENTURES AND DEBENTURE STOCK ISSUED BY TRADING AND PUBLIC COMPANIES AND BY LOCAL AUTHORITIES, WITH FORMS AND PRECEDENTS. By PAUL FREDERICK SIMONSON, M.A. (Oxon.), Barrister-at-Law. FOURTH EDITION, REVISED AND LARGELY RE-WRITTEN. Effingham Wilson; Sweet & Maxwell (Limited).

The importance of debentures as a subject for investment, and the numerous legal questions affecting their creation and enforcement, make it at once both interesting and useful to attempt an exhaustive examination of them such as is contained in this work, and we are glad to see a new edition of it. The creation of debentures forms the subject of Book I., and the rights and remedies of debenture-holders are discussed in Book II. These two books relate to companies formed under the Companies Act, 1862, or, now, the Act of 1908. Then the corresponding securities of railway and other statutory companies, and of local authorities, are dealt with in Book III. The appendix contains numerous forms, including debenture and debenture stock, trust deeds, and the forms required on the issue of debentures, and in litigation relating to them. The leading peculiarity of a debenture is, of course, its operation as a floating security. This, Mr. Simonson points out, was first explained in *Re Panama, New Zealand and Australian Royal Mail Co.* (5 Ch. App. 318), and it results from the fact that the charge covers both present and future property, subject to the power of the company to dispose of any property while the charge continues to float. The necessity for giving debentures this effect was commented on by Jessel, M.R., in *Re Florence Land and Public Works Co.* (10 Ch. D. 530), and the passage in which debentures have been finally defined is contained in the judgment of Lord Macnaghten in *Government Stock Investment Co.* v. *Manila Railway Co.* (1897, A. C. 81), and

Mr. Simonson refers also to the summary of the earlier decisions given by Buckley, L.J., in *Evans* v. *Rival Granite Quarries* (1910, 2 K. B., p. 999). The subject is one in which the courts have been active of recent years, and Mr. Simonson's treatment of it is capable and interesting.

Certain infelicities in the drafting of the Companies Act, 1908, are pointed out in the preface, in particular the reproduction in section 84 of the provision in the Act of 1900 with respect to the liability of directors and others for untrue statements contained in a prospectus. Owing to "prospectus" being defined in the Act of 1908 as an invitation to the public, whereas there was no such definition in the Act of 1900, the statutory liability is apparently now confined to public issues, but it may be doubted whether this change was intentional. The discussion in Book II., chapter 3, of the various steps in a debenture-holder's action will be useful to the practitioner, and the numerous forms in this connection are an important feature of the book.

The Law and Lawyers.

THE LAWYER OUR OLD-MAN-OF-THE-SEA. By WILLIAM DURRAN. WITH A FOREWORD BY SIR ROBERT F. FULTON, M.A., LL.D. Kegan Paul, Trench, Trübner & Co. 7s. 6d. net.

This book contains an abundance of severe criticism of lawyers and the law. We are not quite sure which Mr. Durran dislikes most, but since he treats law as the creation of the lawyers, we suppose his chief aversion is to the latter, as the source of the ills which he wishes to remove. We gather that he has no professional connection with the law, but he clearly has a very good acquaintance with things legal. Sir Robert Fulton sums up in his "foreword"—why not preface?—the points Mr. Durran makes. In brief, they are as follows:—(1) the law is full of technicalities inherited from an antiquated and obsolete procedure; (2) it is costly; (3) it is dilatory; (4) the trade-unionism of lawyers in both branches prevents reform; (5) the jury system degrades the advocate and defeats justice; (6) the law is uncertain for want of codification; (7) judges should not be chosen from the bar, but should be a separate class; and (8) the political bias often shewn in the appointment of judges is reflected in their career on the bench.

Chapter IV. is devoted to solicitors. They are, it is said, opposed to reform; the authority for this is Lord Loreburn, and we presume, therefore, the reform referred to is registration of title. That is a matter we need not go into here, and the only other point which calls for notice is the objection that a solicitor who makes a mistake in drawing a will is not liable for negligence. But the true remedy might, as Mr. Durran suggests, be a family council to repair the error. It would be by no means a bad plan to enable some authority to redraw unsatisfactory wills. This, however, is not a matter specially concerning solicitors, and the chapter is, perhaps, the weakest in the book. A correspondent recently sent us a cutting from a newspaper containing a review of the book which he thought required an answer in the interest of the profession. The paper, he said, was widely read in the North by the working classes; and he was afraid they might be prejudiced against lawyers as a class. The writer of the review, though not agreeing with Mr. Durran, put his view in a nutshell. "The attorney, the advocate, and the bench are a dangerous conspiracy to control and fleece the common man." With due respect to our correspondent we have refrained from entering into this controversy, and in fact solicitors are not the main object of Mr. Durran's attack. If the bench and the bar survive, as no doubt they will, solicitors need have no anxiety.

But while lawyers may have something to criticize in the style of the book, there are few of Mr. Durran's points that will not find sympathizers somewhere or other. We can leave the question of the morality of advocacy. It is a trite gibe that the business of the advocate is "to make the worse appear the better cause." Mr. Durran seems to think that advocacy recognizes no restraint. He is mistaken. The advocate's duty is to present his client's case in the most favourable light, but he can do this only on the terms of being perfectly straightforward with the court; otherwise he forfeits his professional reputation. Verdict getting may be well paid, but it is not a high form of advocacy, and Mr. Durran has no difficulty in collecting stories derogatory of the system. Many of the matters in which Mr. Durran is interested—such as the simplification of the law and of legal procedure—are already prominently before the public as objects of reform. So, too, with the reform of the divorce law and the law of libel. Other matters, such as the restriction of testamentary powers and the legitimation of children by subsequent marriage, are proper subjects for discussion; though we fear both are hopeless at the present time; by no means through the professional opposition of lawyers, who, as a class, are not specially interested in these subjects, but from national prejudice. And the system of choosing judges from the bar, though, we imagine, too firmly established to be a matter for practical discussion, can be usefully compared with the different system prevailing on the Continent. Altogether, lawyers can very well afford to forgive Mr. Durrant his personal attack for the interesting substance of his book generally.

Patent Law.

COMPULSORY LICENCES AND REVOCATION OF PATENTS, WITH FORMS. By T. W. MORGAN, Barrister-at-Law. The Solicitors' Law Stationery Society (Limited). 2s. 6d. net.

A patent is a monopoly, and is opposed to common right, but the Statute of Monopolies (21 Jac. 1, c. 3), which swept away other monopolies created by the prerogative of the Crown, preserved patents, and their issue is now regulated by the Patents Act, 1907. After the issue, however, the patentee is liable to have his patent revoked, either because the essential facts to justify it did not originally exist, or because he is not working it with due regard to the interest of the public; and on the latter ground he may also be compelled to grant licences to use it. The jurisdiction in respect of revocation and compulsory licences is conferred by sections 24 to 27 of the Act of 1907, and is divided in a somewhat complicated manner between the Board of Trade, the comptroller, and the court. We wish that Mr. Morgan had printed the sections of the Act and rules relating to them in distinctive type, so that it would have been possible to distinguish readily which part of his book is statute or rule and which is comment. But, subject to this, he has given a clear and practical statement of the effect of the various sections and of the procedure under them, with reference to the cases, and, in particular, to the important judgment of Parker, J., in *Re Hatschek's Patents* (1909, 2 Ch. 68), on the scope of section 27, providing for revocation where the patented article is manufactured exclusively or mainly outside the United Kingdom.

Company Law.

PITMAN'S OUTLINES OF COMPANY LAW. By F. D. HERD, B.A. (Oxon.), Barrister-at-Law. Sir Isaac Pitman & Sons (Limited). 1s. 6d. net.

The lawyer is somewhat apt to assume that the memorandum and articles of association of a company will be intelligible to the officials who are in the main responsible for applying them. To a considerable extent, this is no doubt the case, for they are written in plain English, and are, in the main, free from technicalities. But there are important matters, such as the different scope and effect of the memorandum and article, the exclusion of trusts, and the effect of certificates, which require to be explained, and the present work does this in a lucid and concise manner, and is suitable for the use of secretaries and students of company law for whom it is intended. An appendix contains the circular issued from Somerset House under date 13th January last with respect to the stamping of transfers, emphasizing one curious effect of the Finance Act, 1910, namely, that shares transferred to a beneficiary in satisfaction of a pecuniary legacy are liable to 10s. per cent. *ad valorem* duty.

The Bar Examination.

A SELECTION OF THE QUESTIONS APPEARING IN THE BAR EXAMINATIONS FROM 1905 TO 1913. By J. A. SHEARWOOD, Barrister-at-Law. Sweet & Maxwell (Limited).

This selection of examination questions is arranged under the various subjects of examination—Roman Law, Real Property and Conveyancing, &c., and each question is followed by references to works in which the student will find the answer; and occasionally, where this can be done shortly, the compiler suggests the answer. The ingenious student, by a careful study of the questions and calculation of the chances, may think it safe to concentrate his attention on some special points, but if he adopts this sporting attitude he must not be too confident of success. Apart from such less legitimate use of the book, it will interest candidates to see what obstacles their predecessors have had to encounter.

Correspondence.

Mortgages by Demise.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—In the article on "Mortgages by Demise," contained in the SOLICITORS' JOURNAL of the 3rd inst., it is stated that a condition against bankruptcy contained in the lease cannot be relieved by the courts. Does not this require some qualification? Cannot sub lessees obtain relief under the Conveyancing Act, 1892, s. 4, on bankruptcy of the lessee, even if bankruptcy is a breach of one of the conditions of the head lease, or (provided consent to the mortgage has been duly obtained) in the event of the lessee assigning or sub-letting without consent? In other words, has not the

court jurisdiction in favour of sub-lessees, in spite of section 14, sub-section 6 of the Conveyancing Act, 1881? S.

[The statement, no doubt, for theoretical accuracy, requires to be qualified in the manner suggested. Section 4 of the Conveyancing Act, 1892, is an independent enactment, and is not subject to the exceptions in section 14 (6) of the Act of 1881. Hence relief can be given to a sub-lessee against forfeiture for bankruptcy or for assignment or sub-letting without consent. But a mortgagee by sub-demise, who obtains relief in the case of bankruptcy, may have to make himself liable as original lessee and not as assignee (*Cholmeley School* v. *Sewell*, 1894, 2 Q. B. 906, 914), and relief in the case of assignment without consent is given so sparingly as to be in practice unobtainable (*Imray* v. *Oakshette*, 1897, 2 Q. B. 218; *Matthews* v. *Smallwood*, 1910, 1 Ch. 777). In neither case is the statutory relief a matter on which reliance can be placed.—ED. *S.J.*]

Determination of Tenancy.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—In view of the conflict of opinion that I have met with amongst certain members of the legal profession with whom I have discussed the subject, I should be greatly obliged if you would ventilate the following through the medium of your Journal.

I have before me an agreement to let a flat expressed to be for a term of "three years and thence on a quarterly tenancy," from Christmas, 1910, and the point over which some doubt arises is the earliest date that such tenancy can be determined.

Some members of the profession hold that the tenancy can be determined by either party at Lady-day, 1914, on giving three months' previous notice, while others have expressed the view that the tenancy cannot be determined before Midsummer, 1914, on the ground that a "quarterly tenancy" implies a tenancy for two quarters at least, and in this case such quarterly tenancy commences at Christmas, 1913, and accordingly cannot be determined before Midsummer, 1914. "Woodfall" does not appear quite clear on the subject.

What do your readers say? "SOLICITOR'S CLERK."

April 3. [See observations under "Current Topics."—ED. *S.J.*]

CASES OF THE WEEK.

Court of Appeal.

DAYER-SMITH *v.* **HADSLEY.** No. 1. 20th and 21st May.

COVENANT IN RESTRAINT OF TRADE—HOUSE AGENT—"CARRYING ON BUSINESS"—PROHIBITED AREA—DEALINGS WITH PROPERTY WITHIN RADIUS FROM OFFICE OUTSIDE—INTERIM INJUNCTION.

In partnership articles relating to a business of auctioneers, house agents, and valuers the defendant covenanted not to engage in any business competing with that of the partnership within a radius of one mile from the firm's business premises for a period of ten years from a dissolution. After a dissolution had taken place the defendant took an office just outside the mile radius, and proceeded to do business as a house agent with persons residing within it, and to advertise houses to be let or sold within it, systematically.

Held (*reversing the decision of* Eve, J.), *that the defendant had committed a breach of the covenant, and ought to be restrained by an interim injunction until trial.*

Woodbridge *v.* Bellamy (55 SOLICITORS' JOURNAL, 204; 1911, 1 Ch. 326) *distinguished.*

Appeal from a decision of Eve, J., refusing to grant an interim injunction to restrain the defendant from committing a breach of a covenant contained in partnership articles. The plaintiff and defendant in the year 1900 became partners in the business of house agents, auctioneers, surveyors and valuers carried on by them at 15, Motcomb-street, S.W. By clause 29 of the articles the defendant became bound in the event of a dissolution of partnership not to carry on or engage or be interested, directly or indirectly, either as principal or servant or agent of another, in any business of a nature similar to or competing or interfering with the business of the partnership, or any part of such business, within a radius of one mile from the premises of the partnership for a term of ten years from the date of dissolution. The partnership was dissolved on the 11th of December, 1912, the defendant selling his share to the plaintiff. Shortly afterwards the defendant set up in business as a house agent in an office just outside the mile radius, and proceeded to do business with persons residing within it, to insert advertisements relating to houses within it in the press, and to put up notice boards outside such houses, announcing that they were to be let or sold. Eve, J., held, in reliance on *Woodbridge* v. *Bellamy* (1911, 1 Ch. 326) that the defendant's business was transacted at his office, and that his conduct did not amount to a breach of covenant.

COZENS-HARDY, M.R., stated the facts of the case, and having read the covenant said that the defendant claimed, as a system, to be entitled to carry on his business within the prohibited radius, to advertise houses and to put up boards outside houses to be let or sold. One thing, however, which he did not appear to claim was to act as a valuer of property within the radius. However, Eve, J., held that so long as his office was outside he was not carrying on business within the area. This was far too narrow a construction of the covenant. In *Kirkwood* v. *Gadd* (1910, A. C. 422), which was a case under the Moneylenders Act, 1900, the observations of members of the court as to the place where a man carries on his business being his shop or office were not to be pressed as laying down any proposition of law binding the court in the present case, where the facts were quite different. *Turner* v. *Evans* (2 De G. M. & G. 740) seemed to shew that the plaintiff was right in his contention. In that case there was a covenant not to carry on a wine-merchant's business within any of three counties. The defendant set up in a town just outside one of these counties, and systematically carried on business with clients within the area. On the evidence, and the claim put forward by the defendant that he was entitled to do what he was doing within the area as a matter of right, the court ought to grant an interim injunction until trial of the action, with the usual undertaking as to damages. It might turn out at the trial that the covenant was wider than was necessary, but that was a question which must be left until later.

KENNEDY, L.J., agreed. It was not a case of any isolated act or acts, as in *Woodbridge* v. *Bellamy* (1911, 1 Ch. 326), but of a systematic carrying on of business within the area. *Turner* v. *Evans* (*supra*) alone was sufficient to shew that the decision of Eve, J., was wrong, and *Brampton* v. *Beddoes* (13 C. B. N. S. 538) was a strong authority in the plaintiff's favour.

Sir SAMUEL EVANS, P., who observed that no business man in the country would read this covenant in the sense claimed for it by the defendant, gave judgment to the same effect.—COUNSEL, *E. Clayton*, K.C., and *Arnold Jolly*; *W. H. Cozens-Hardy*, K.C., and *Owen Thompson*. SOLICITORS, *Morgan & Uppjohn*; *Speyer & Sons*.

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

High Court—Chancery Division.

Re **WINDSOR. PUBLIC TRUSTEE** *v.* **WINDSOR.** Warrington, J. 21st May.

WILL—SPECIFIC LEGACIES—"CASH IN HOUSE"—MONEY ORDERS—"CONSOLS"—ANNUITIES—"DEPOSITS"—STOCK IN SAVINGS BANK—INTENTION OF TESTATOR—EVIDENCE—SUBSEQUENT LETTER.

A testator by his will having left "cash in house," "Consols," and "savings bank deposits" as specific legacies,

Held, that Post Office money orders in his house were "cash in house." Held that, testator having no Consols in the technical sense and being in the habit of describing Government stock as "Consols," two and a half per cent. Annuities passed under that term. Held that stock standing in testator's name in the stock register of the Post Office Savings Bank was a savings bank deposit. Held that a letter, subsequent to the will, was evidence that testator was in the habit of referring to Government stock as "Consols."

The question to be decided in this case was the effect of the following words in the will of the testator: "I leave to my wife Sarah Windsor all cash in house and such furniture books and pictures belonging to me as she wishes to have. I leave to my wife Sarah Windsor and my daughter Muriel Florence Windsor in equal shares all cash in bank Consols shares and savings bank deposits subject to the payment of my just debts and funeral and testamentary expenses." The testator made no residuary bequest. He did not possess at the time of his death, nor was he known ever to have possessed, any two and a half per cent. Consolidated Stock. He was, however, possessed of money orders and coin in his house, cash at his bank, two and a half per cent. Annuities standing in his name in the books of the Bank of England, two and a half per cent. Annuities standing in his name in the stock register of the Post Office Savings Bank and local loans three per cent. stock standing in his name in the said register, and cash on deposit in the Post Office Savings Bank.

WARRINGTON, J., said that with regard to the coin in the house there was no question but that that passed to the widow as "cash in the house." Could Post Office money orders be considered to be "cash in the house"? The object for which they were issued was shown by the first words of section 23 of the Post Office Act, 1908: "So long as the Treasury think fit, the Postmaster-General may provide for the remission of small sums of money through the Post Office by means of money orders . . ." That was really what the Postmaster-General was doing. The money order was merely the machinery by which he remitted through the Post Office from A. B. to C. D. small sums of money. The receiver of a money order only had to go to a post office and sign a receipt and satisfy the postmaster that he was the person named in the letter of advice and he would get the coin. The coin represented by the money order actually belonged to him. He was of opinion that a money order actually represented in the form of paper so many pounds, shillings and pence, and that in this case the money orders were "cash in the house" just as much as a Bank of England note would have been. The next question was whether the impression "Consols" covered the two and a half per cent. Annuities. Did the testator mean to use the word "Consols" in the strictly limited sense as covering only two and a half per cent.

Consolidated Stock or did he intend to use it in the wider sense? So far as was known, the testator had never invested in two and a half per cent. Consolidated Stock. In a letter to his wife, written a few months after making his will, he referred to a sum of stock standing in his name in the Bank of England as "Consols," by which he could only have intended £500 two and a half per cent. Annuities. He thought he was entitled to look at that letter as showing that the testator did call "Annuities" by the name "Consols." He was of opinion that the testator called Government stock "Consols," and did not use the term in a strictly technical sense. With regard to the local loans, did they pass under the description "Savings bank deposits"? In his opinion a person to whose credit a certain sum of stock was entered in the Government Stock Register of the Post Office Savings Bank was as much a depositor in respect of that stock as in respect of cash. Here, too, the testator had made use of the word "deposits." All sums, whether in money or in investments, were treated by the Post Office as deposits. He held that all the property in dispute passed under the will.—Counsel, *Tomlin; Lightwood; Hildyard.* Solicitors, *Sole, Turner, & Knight*, for *Blake, Reed, & Lapthorn*, Portsmouth; *Rawle, Johnstone, & Co.*, for *Cousins & Burbridge*, Portsmouth.

[Reported by J. B C. Tregarthen, Barrister-at-Law.]

CASES OF LAST SITTINGS.

Court of Appeal.

Re **LAW, CAR AND GENERAL INSURANCE CORPORATION. J. & J. KING & SONS' (LIM.) CLAIM.** No. 1. 2nd, 3rd, and 4th April; 7th May.

Assurance Company — Winding-up — Proof Under Employer's Liability Policy—Claims on Accidents Happening after Winding-up Order—Valuation of Liability—Assurance Companies Act, 1909, s. 17, Schedule VI., D.

On the winding-up of an insurance company, proofs were sent in by the holders of an employer's liability policy claiming (inter alia) *payment of indemnity in respect of accidents which happened after the date of the winding-up order.*

Held (Buckley, L.J., dissientiente), *that in respect of liabilities which were not ascertained at the date of winding-up, the holders were only entitled to prove for the value of their policy as at that date, in accordance with the rules in Schedule VI. of the Assurance Companies Act, 1909, which, for that purpose, have superseded the rule laid down in* Re Northern Counties of England Fire Insurance Co.; Macfarlane's Claim (17 *Ch. D.* 337).

Decision of Neville, J. (57 Solicitors' Journal, 185), *reversed.*

Appeal from a decision of Neville, J. (reported 57 Solicitors' Journal, 185) upon claims made in the winding-up of the company. Messrs. J. J. King & Sons (Limited) held an employer's liability policy insuring their employees against accidents under the Workmen's Compensation Act, renewable annually on the 1st of July, at one annual premium of £146 16s. 3d. On the 1st of July, 1910, the policy was renewed for a year, and expired on the 1st of July, 1911. On the 20th of December, 1910, a compulsory order to wind up the insurance company was made. The claimants tendered their original proof on the 27th of January, 1911, but sent in an amended proof on the 4th of October, 1911, claiming sums of £328 and £611 in respect of accidents which had happened to two of their workmen while the policy was still current, but after the date of the winding-up order. The liquidator rejected these proofs, on the ground that the claimants could not prove in respect of any accidents occurring after the commencement of the winding-up, for more than the return of a proportionate part of the premium attributable to the period between the winding-up and the date of the policy. The question depended entirely upon the true construction of the Assurance Companies Act, 1909, s. 17, which is as follows: (1) Where an assurance company is being wound up by the court, or subject to the supervision of the court, or voluntarily, the value of a policy of any class, or of a liability under such a policy requiring to be valued in such winding-up, shall be estimated in manner applicable to policies and liabilities of that class provided by the sixth schedule to this Act. The rule in the sixth schedule is headed (D) As respects employers' liability policies; (1) Rule for valuing a weekly payment, and proceeds: The present value of a weekly payment shall, if the incapacity of the workman in respect of which it is payable is total permanent incapacity, be such an amount as would, if invested in the purchase of an immediate life annuity from the National Debt Commissioners through the Post Office Savings Bank, purchase an annuity for the workman equal to 75 per cent. of the annual value of the weekly payment, and in any other case shall be such proportion of such amount as may, under the circumstances of the case, be proper; (2) Rule for valuing a policy.—The value of a current policy shall be such portion of the last premium paid as is proportionate to the unexpired portion of the period in respect of which the premium was paid, together with, in the case of a policy under which any weekly payment is payable, the present value of that weekly payment. Upon a summons to have the proofs allowed, Neville, J., decided that the claimants were entitled to prove for losses incurred by accidents to workmen after the date of the winding-up, holding that the Act had made no alteration in the law declared by *Re Northern Counties of England Fire Insurance Co., Macfarlane's Claim* (17 Ch. D. 337), where a holder of a fire policy was held entitled to prove in a winding-up for loss incurred in a fire after the date of the winding-up order. The liquidator appealed, and at the conclusion of the argument the court took time for consideration.

Cozens-Hardy, M.R., said that the appeal raised the question whether, under an employer's liability policy, the holder could prove in respect of claims maturing after the winding-up order. Before the Employers' Liability Insurance Companies Act, 1907, there was no special legislation affecting such companies, and the company would have been wound up under the Companies Acts then in force. A policy-holder would have been entitled to prove (1) for accidents occurring before the winding-up; (2) for the loss to the policy-holder by reason of the repudiation of the contract at the date of the winding-up order. This was often a matter of speculation. But, if during the currency of the policy, an accident occurred which, if the contract had not been repudiated, would have entitled the holder to £*x*, the court treated that fact as evidence *pro tanto* of the value of the indemnity, and the holder could have proved for £*x*, less a discount for the period between the winding-up order and the date of the accident. This was the principle of Sir George Jessel's decision in *Macfarlane's Claim* (17 Ch. D. 337), which was a claim under a fire policy to which also no special legislation was applicable. The Employers' Liability Assurance Companies Act, 1907, had now been repealed by the Assurance Companies Act, 1909, the governing statute. The necessity for some special legislation was obvious. The Workmen's Compensation Act, 1906, Schedule I., par. 17, stated the terms upon which employers could redeem a weekly payment, and the Legislature adopted these terms as defining the value as between the assured and the company. It also laid down a rule for ascertaining the value to the assured of the indemnity which he had lost. Whether the Legislature had done more than this, and, if so, how much more, was the crucial question in this appeal. The question turned upon a careful consideration of some obscure language in the Act of 1909. His lordship then read section 17 of the Act, and proceeding, said there were several points of difficulty in it. The "value of a policy" was one thing; a "liability under such a policy" was a different thing. The latter words, he thought, referred to a liability which had emerged, and which might, or might not, require to be valued. For example, a capital sum due to dependents, or damages recovered in an action, did not require to be valued, whereas a weekly payment to an insured workman did so require. He thought that the earlier words referred to the value of the indemnity given by the policy, viewed as on the date of winding-up. It was clear that the critical date was not the commencement of the winding-up, but the date of the winding-up order. Section 17 dealt only with matters which required to be valued, as distinct from ascertained capital liabilities, and D in the sixth schedule supplied the want in cases where weekly payments were secured. It followed that section 17 and Schedule 6, D, were imperative, and excluded any other mode of valuation; in short, they negatived the principle of *Macfarlane's Case* (*supra*). He was unable to agree with Neville, J., and thought that the only proof, except that in respect of accidents before December, 1910, must be for the apportioned part of the premium paid from the 20th December, 1910, to July, 1911. The order of Neville, J., should be discharged, and a declaration to the above effect substituted.

Buckley, L.J., delivered a judgment dissenting from the Master of the Rolls. He said he agreed with much of the latter's reasoning, but differed from his conclusions. The order appealed from, he thought, right, subject to a slight variation. Having referred to the conflict of views in various cases as to the valuation of life policies, which led to a certain view—that laid down in *Lancaster's Case* (L. R. 14 Eq., 72*n*)—being adopted in the Life Assurance Companies Act, 1872, his lordship said he could not assent to the argument that that Act contained no general statutory rule for the valuation of a policy current at the winding-up, where an ascertained liability emerged before proof. After the statute the policy-holder must take what the Act gave him, and could have no more, but the appellant's contention did not necessarily follow from this proposition. Under section 17 the question was what was the value of the policy at the date of the winding-up? Assuming that as from then there was no contract, what was the proper sum which the policy-holder could claim as putting him in as good a position as if there had been a contract? The fact that there had been an accident, and that an amount was recoverable in respect of it, was no more than evidence to shew what at the date of the winding-up was the value to him of the contract contained in the policy, which as at that date was to be taken to have come to an end. The doctrine of *Craig's Claim* (1895, 1 Ch. 267) and *Macfarlane's Claim* (*supra*) was applicable, not because the statute had not in so many words taken it away, but because the principle was just as applicable under the statute as it had been before. The estimated value under the statute was to include the present value of a weekly payment, and to ascertain that value at the date of the winding-up subsequent facts could be taken into account. His lordship thought the order under appeal was right, but inaccurate in its language. The policy-holder was entitled to prove for the value of the policy at the date of the winding-up, and in that value should be included the then value of any sums which before proof admitted had emerged as liabilities in respect of weekly payments.

Kennedy, L.J., delivered judgment in accordance with that of the Master of the Rolls.—Counsel, *Younger*, K.C., and *F. S. Maugham; Frank Russell*, K.C., and *D. M. Kerly*. Solicitors, *Rawle, Johnston, & Co.*, for *Pease & Ellis*, Wigan; *W. Wynne & Sons*, for *Ellis, Lockett, & Co.*, Liverpool.

[Reported by H. Langford Lewis, Barrister-at-Law.]

LANCASHIRE AND YORKSHIRE RAILWAY CO. *v.* LIVERPOOL CORPORATION *i.* No. 2. 14th, 15th, and 16th Jan.; 9th May.

RATES—GENERAL RATE UNDER LOCAL ACT—PARTIAL EXEMPTION OF LAND USED AS RAILWAY—WORKS AND CONVENIENCES AT GOODS STATION—LIVERPOOL CORPORATION ACT, 1893 (56 & 57 VICT., C. CLXXXL.), S. 36.

In an appeal by a railway company upon a case stated raising the question whether partial exemption given by the proviso of a local Act applied to land used for works and conveniences, or for the purpose of a railway company, including the business of carriers, as distinguished from land used as a railway,

Held, that the expression "land used as a railway" was not confined to so much only of the land on which traffic was conveyed from point to point, and that the partial exemption applied to "sidings, turntables and land thereunder, and to hoist-houses and land thereunder, capstans and their machinery, but did not include cranes."

Decision of Divisional Court (10. L.G.R. 575, 107 L.T. 264), *varied and appeal of Railway Company allowed with costs in that Court, no costs on either side as to proceedings prior to the appeal.*

Appeal by the railway company on a special case stated as to the rating of certain items of property at North Docks and the Great Howard-street goods stations at Liverpool. The Liverpool Corporation Act, 1893, authorised the corporation to make one general uniform rate on the net annual value of all property for the time being assessed to the relief of the poor, subject to the proviso that no person occupying land used only as a railway, made under powers of any Act of Parliament for public conveyance, should be rated in respect of the same in a greater proportion than one-fourth part of the net annual value thereof. The Recorder of Liverpool (E. G. Hemmerde, K.C.) held, subject to the opinion of the High Court, that all the items as to which the partial exemption was claimed by the railway company to apply came within the proviso. The Divisional Court (Lord Alverstone, C.J., and Pickford and Avory, J.J.) reversed his decision except as to the sidings and turntables at North Docks station. The company appealed from the decision of the Divisional Court, and contended that it was necessary to enable them to perform its public duty that they should have roofs over lines directly productive, and loading ways and roads, and loading ways and cattle platforms, sidings and turntables, hoist-houses and machinery therein, and approach roads to loading ways and land under various items. They contended that they should be assessed in respect of these items to the Liverpool general rate at one-fourth of the net annual value, and they relied upon Clause 36 of the Local Act of 1893 (which was in terms similar to sections in other railway Acts giving a similar exemption), which provided that "no person occupying land used . . . . only as a dock or a canal or the towing path thereof, or as a railway made under the powers of any Act of Parliament for public conveyance, shall be rated in respect of the same to the general rate in any greater proportion than one-fourth part of the net annual value thereof." The Divisional Court held that the partial exemption in the proviso was limited to land used as a railway as distinguished from land used for works and conveniences, or for the purposes of a railway company, including the business of carriers; and therefore that roofs over lines directly profitable, over loading platforms, loading ways or roads, as well as the loading ways or roads themselves, the cattle and other loading platforms, hoist-houses and their machinery and cranes, and approach roads to loading ways or roads, and certain sidings and turntables, and the land under such roads, sidings and turntables, were rateable on their full net rateable values. Accordingly, the judgment of the learned Recorder was reversed and the appeal to Quarter Sessions dismissed with costs there and below. The railway company appealed.

Their Lordships reserved judgment.

VAUGHAN WILLIAMS, L.J., said that he preferred to base his decision on the ruling in *South Wales Railway* v. *Swansea Local Board* (24 L.J. M.C. 30, 4 E. & B. 189). By that ruling it was still true to say that to get exemption of three-fourths of the value the land must be used only as a railway: that the railway must have been made under the powers of an Act of Parliament for public conveyance; and the expression "land used as a railway" was not to be confined to so much only of the land on which traffic was conveyed from point to point, but might include land in immediate proximity to the railway, properly so called. Except therefore as to two of the items in the case of both stations, he thought that the decision of the Divisional Court should be affirmed. Those two items appeared to him to fall within the principle laid down in the *South Wales Railway case*, and therefore as to those the appeal succeeded. Those items were "sidings and turntables and land thereunder" (which in the case of the docks station was admitted), and hoist-houses and land thereunder, hoists, capstans and their machinery, but excluding from the latter item "cranes."

KENNEDY, L.J., agreed. In his opinion the railway company were entitled to succeed in respect of the various items indicated by Vaughan Williams, L.J., and no more.

JOYCE, J., dissented, being of opinion that the appeal should be allowed as to all the disputed items with the exception of the "approach roads to loading ways or roads, and the land thereunder."

Leslie Scott, K.C., for the Liverpool Corporation, said the effect of the judgment was that the appeal in the case of the North Docks station was dismissed as to a sum of £3,000 and allowed as to a portion of £51 part of £3,000, and in case of the Great Howard-street station it was allowed in regard to two items amounting to £1,443 out of a total of £5,640. He asked for the costs of the appeal.

VAUGHAN WILLIAMS, L.J., said the railway company had been forced to come to the Court of Appeal, and they, having succeeded in part, were entitled to the costs of the appeal. As to the proceedings prior to the appeal, the Court ordered that there should be no costs on either side. Order accordingly.—COUNSEL, for the appellant company, *Balfour Browne*, K.C., *Page*, K.C., *Greer*, K.C., and *E. M. Konstam*; for the corporation, *Leslie Scott*, K.C., *Ryde*, K.C., and *G. H. Cohen*. SOLICITORS, *A. de C. Parmiter*; *Vena & Co.* for *E. N. Pickmere*, Town Clerk, Liverpool.

[Reported by ERSKINE REID, Barrister-at-Law.]

COMMISSIONERS OF INLAND REVENUE *v.* JOICEY. No. 1. 30th April; 1st and 8th May.

REVENUE—MINERAL RIGHTS DUTY—COPYHOLDS—RIGHT TO LET DOWN SURFACE—"RIGHT TO WORK MINERALS"—FINANCE (1909-10) ACT, 1910 (10 EDW. 7, C. 8), S. 20.

The lords of a manor having demised the minerals under copyhold lands, which they were entitled to work provided they did not let down the surface, to a mining company for a term of years, the copyholder granted to the lessees the right to work and get all the coal and minerals under his land without leaving any support for the surface, in consideration of a rent based on the tonnage of minerals worked.

Held, that this was merely the grant of a right to let down the surface, and not of a right to work minerals, and therefore not assessable to mineral rights duty under the Finance (1909-10) *Act*, 1910.

Appeal from a decision of Horridge, J. (reported 1913, 1 K. B. 458) on a petition of the Commissioners against the decision of a referee under section 33 (4) of the Finance (1909-10) Act, 1910. The respondent, James Joicey, was owner of certain copyhold land, parcel of the manor of Lanchester, in the county of Durham, and the Ecclesiastical Commissioners were lords of the manor, and all the minerals underlying the respondent's land were vested in them. By a lease made in 1873 the lessors demised all the coal, ironstone and other minerals, and the right to work and win them, to the South Moor Colliery Co. for a term of forty-two years from 1884. There was evidence that by the custom of the manor the lord was entitled to work the minerals without the copyholder's authority or consent, provided that in so doing the surface of the land was not let down. In 1897, when the company had worked all the coal that could be got without letting down the surface, the respondent demised to them a right to work the coal under his land without leaving any support for the surface for all the residue of the term of the said lease, at a rent of 1½d. a ton for every ton of coal, ironstone, &c., brought to the surface. The Commissioners contended that the right so demised was a "right to work the minerals" under section 20 of the Finance (1909-10) Act, 1910, and having assessed the rental value of the right at £500, claimed the payment of £25 mineral rights duty. The referee and Horridge, J., both held that the right demised was not a right to work minerals nor a mineral wayleave within the Act, and therefore that no duty was payable. At the conclusion of the argument the court reserved judgment.

COZENS-HARDY, M.R., said that in the absence of special custom neither the lord nor the copyholder could work the minerals, but the concurrence of both was needed; in other words, the lord could not get that which was his property without the copyholder's consent. The rights might, however, be varied by special custom in the manor, but except in so far as they were varied, the general rule prevailed. In this manor there was a special custom, under which the lord was entitled to work and get the minerals by underground workings provided that in so doing he did not let down or otherwise damage the surface. This custom did not change the possession of unworked minerals, which still remained in the copyholder, but the lord was entitled to deprive him of that possession subject to the qualification above mentioned. While the copyholder had no right to work the minerals, he had what amounted to a veto upon the working by the lord. His lordship then stated the facts of the case, and said that it seemed to him that the rent paid by the company to Joicey was not paid for a right to work minerals, for it was clear that Joicey had no such right to confer upon them. All that he could do was to release what might be called his veto, and to allow the company to work the coal without objection, notwithstanding that the surface might be damaged. He released his right to support not only from the subjacent, but also the adjacent minerals. The fact that the consideration for this release was measured by the number of tons of coal gotten from the subjacent minerals seemed wholly unimportant. The case could not be brought within the fair meaning of section 20 of the Act, which was a taxing section, and ought not to be held to impose a tax upon the subject unless the words were clear. Horridge, J., was right in the view he took, and the appeal must be dismissed.

BUCKLEY and KENNEDY, L.JJ., delivered judgment to the same effect.—COUNSEL, *Sir J. Simon*, S.-G., and *W. Finlay*; *Danckwerts*, K.C., and *A. T. Bucknill*. SOLICITORS, *Solicitor of Inland Revenue*; *Davenport, Cunliffe, & Blake*, for *Wilsons, Ormsby, & Cadle*, Durham.

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

High Court—Chancery Division.

***Re* NATIONAL INSURANCE ACT, 1911.** Warrington, J. 11th April.

NATIONAL INSURANCE—EMPLOYED CONTRIBUTORS—EMPLOYMENT OTHERWISE THAN BY WAY OF MANUAL LABOUR—LITHOGRAPHIC ARTISTS—ENGRAVERS—1 & 2 GEO. 5, C. 55, SECTION 1 (1), (2), SCHEDULE I. PART II. (G).

The question being whether "lithographic artists" who are employed in preparing plates for the printing of coloured reproductions of pictures, and "engravers" who are employed in the correction of plates for the printing of half-tone photographic reproductions, are employed by way of manual labour,

Held, that such "lithographic artists" and "engravers" are not employed by way of manual labour.

The Insurance Commissioners moved the court, under section 66 of the National Insurance Act, 1911, to determine whether the employment of lithographic artists and engravers, at a rate of remuneration exceeding in value £160 a year, was an employment within the meaning of Part I. of the Act. It would be an employment within the meaning of Part I. of the Act if it was an employment "by way of manual labour." The employment of lithographic artists consisted in the preparation of plates for the reproduction by lithographic process of coloured pictures. The employment was said to require both manual skill and artistic understanding. The artist had first to prepare a tracing from the picture which he had to reproduce, called a lay form. The several plates were then prepared by some workmen of an inferior grade, and the artist afterwards dealt with each plate in such a manner as to cause it to produce the proper effect when applied to the paper on which the picture was to be reproduced. It was contended on behalf of the employee that, having regard to the large proportion of his time which was occupied in work which was mainly physical, it could not be said that he was employed otherwise than by way of manual labour. The engravers, whose employment was under consideration, were engravers engaged in the improvement of half-tone engraved plates by the use of a graver roulette and burnisher. The engraver was employed to finish and improve a form of engraving block known in the trade as a process block, and by such improvement to get rid of any blemishes which might occur. It was his duty to bring out the light and shade of the original picture and drawing, and generally to correct the emphasis of the reproduction.

WARRINGTON, J., said that, with regard to the lithographic artists, what an employee in that particular case had to do with each of the plates was to indicate, by stippling or by drawing lines, the position on the plate in which the colour to which that particular plate related would be placed. In doing so he would, of course, use his hands. The question was whether that which he was doing was, not manual work, not something which involved the use of his hands, but whether it was manual labour. The distinction between manual work and manual labour was pointed out by Smith, J., in *Cook* v. *North Metropolitan Tramways Co.* (18 Q. B. D. 683), when he said, "The expression used, it should be noted, is not manual work, but manual labour, for many occupations involve the former but not the latter, such as lithograph clerks and all persons engaged in writing." That distinction was exemplified in the clearest form in the two cases which were then before him. No one could say that the work of an artist who painted an original picture, whether in oils or in water colours, was manual labour. It involved manual work—namely, the placing by the artist of the colours upon the canvas, or the paper, or whatever might be the material on which he was painting his picture. So in the present case, what the employee had to do was to deal in a particular way with a particular surface, which was to be ultimately used in the production of a picture. In doing that he necessarily used his hands, but the use to which he put them was not labour, because it involved no strenuous exercise of the muscles of his hand or his arm. The real labour involved was labour of the brain and the intelligence. A lithographic artist could no more be said to be engaged in manual labour than a Royal Academician who painted a portrait or landscape could be said to be engaged in manual labour. It seemed to him quite clear that the lithographic artist came within the exemption contained in paragraph (g) of Part II. of Schedule I. of the Act. The case of the engravers was even stronger still. They were engaged in correcting and improving half-tone plates. All the employee had to do in that case was to take a graver's tool and make certain corrections in the plate submitted for approval. He was of opinion that the engraver was not engaged in manual labour.—COUNSEL, *Austen-Cartmell; Cave*, K.C., and *Hastings; Wallington.* SOLICITORS, *The Treasury Solicitor; Scatliffs; Shaen, Roscoe, Massey, & Co.*

[Reported by J. B. C. TREGARTHEN, Barrister-at-Law.]

***Re* DURHAM COLLIERIES ELECTRIC POWER CO. (LIM.) AND *Re* DURHAM COLLIERIES ELECTRIC POWER CO. (LIM.). POOLE *v.* THE COMPANY.** Neville, J. 22nd April.

COMPANY—WINDING-UP—PRACTICE—RECEIVER IN DEBENTURE-HOLDERS' ACTION—CONDITIONAL CONTRACT FOR SALE OF COMPANY'S UNDERTAKING ENTERED INTO BY RECEIVER—PETITION BY LIQUIDATOR TO SANCTION SCHEME OF ARRANGEMENT—SUMMONS BY RECEIVER TO APPROVE CONDITIONAL CONTRACT OF SALE—ONE ORDER ON THE TWO APPLICATIONS—COMPANIES (CONSOLIDATION) ACT, 1908 (8 ED. 7, C. 69).

Where a company is in liquidation, and a receiver has also been appointed in a debenture-holders' action, and where there is before the court both a petition by the liquidator to sanction a scheme of arrangement, and also a summons by the receiver to approve a conditional contract of sale.

Held, that one order can be made on the two applications.

These were two applications before the Company Winding-Up Court in this matter. The first was a petition by the liquidator of the company for the court to sanction a scheme which had been duly approved. The petition was under section 13 of the Companies (Consolidation) Act, 1908 (8 Ed. 7, c. 69) to obtain an order which would bind the debenture holders. And the second was a summons taken out by Poole, the plaintiff in the debenture holders' action, asking that a conditional contract which had been entered into might be confirmed. The summons and the petition came on for hearing at the same time, and the question was whether there could be one order on the two applications. The Durham Collieries Electric Power Co. Limited) in 1907 issued £150,000 debentures secured by a trust deed. In 1908 the debenture holders held a meeting, pursuant to a special provision in the trust deed, sanctioning the issue of prior lien bonds to rank in priority to the debentures, and sanctioning the issue of further debentures for £50,000, to rank *pari passu* with the other debentures. The Durham Collieries Electric Power Co. got into difficulties, and for some time its undertaking had been operated by another company, which held many of the debentures and prior lien bonds. In July, 1912, it was resolved that the Durham Collieries Electric Power Co. should be wound up. On the same day an action was commenced by Poole, on behalf of himself and all other the debenture holders of the Durham Collieries Electric Power Co., against the company and the trustees of the debenture trust deed for the purpose of enforcing their charge created by the debentures. Judgment was pronounced and a receiver appointed. On the 11th of December, 1912, the receiver entered into a conditional contract with the company, who had been operating the undertaking for the sale to that company of the property and undertaking of the Durham Collieries Electric Power Co. Under this contract the former company agreed to release the Durham Collieries Electric Power Co. from all claims in respect of certain debts due to them, and to release the prior lien bonds and debentures held by them, and to issue to the receiver 10,000 ordinary £5 shares in their company credited as fully paid up. The contract was conditional upon the sanction of the court being obtained thereto in the debenture holders' action, and was also conditional upon the sanction of the court being obtained under section 120 of the Companies Consolidation) Act, 1908, to a scheme of arrangement under which the debenture holders of the Durham Collieries Electric Power Co. other than this company, should accept the 10,000 £5 shares in this company in discharge of the debentures and all interest thereon. A scheme was prepared embodying these terms, and providing for the distribution amongst the debenture holders of the Durham Collieries Electric Power Co. of the 10,000 £5 shares in their company. The scheme was duly approved.

NEVILLE, J., after stating the facts, said: I think the scheme of arrangement put forward is a proper one, and should be sanctioned, and I accordingly grant the prayer of the petitioner. I also confirm the contract for sale. With regard to the question of the order, I

think one order can be made on the petition and on the summons, and I think it will be convenient that that order should be drawn up in the Company Winding-up Department.—COUNSEL, *H. E. Wright; Tomlin; Spens* and *G. M. Simmonds.* SOLICITORS, *Loughborough, Gedge, Nesbet, & Drew; Slaughter & May.*

[Reported by L. M. MAY, Barrister-at-Law.]

HOPE BROS. (LIM.) *v.* COWAN. Joyce, J. 25th April; 5th May.

LANDLORD AND TENANT—DEMISE OF FIRST FLOOR OF BUILDING—RIGHT TO OUTSIDE WALLS—WINDOW-BOXES OUTSIDE WINDOWS—TRESPASS.

A demise of an upper floor of a building, which is bounded on one or more sides by an outside wall, will, in the absence of any express provision in the lease, include the outer as well as the inner side of the outside wall.

The defendants, the lessees of offices situate on the first floor of a building, erected window-boxes outside the windows of their offices, supported by iron brackets fixed into the outside wall. In an action by the lessors for an injunction to restrain the defendants from affixing or allowing to remain affixed to the outer wall any brackets or boxes without the consent of the plaintiffs,

Held, that, in the absence of any provision in the lease, the outside wall must be taken to be included in the demise, and that no injunction could be granted.

In this action the plaintiffs sought to restrain the defendants from affixing window-boxes for plants and flowers outside the windows of an office occupied by them fronting upon Lord-street, Liverpool. The plaintiffs were the lessors and the defendants the lessees for a term of nineteen years from the 25th of December, 1911, of an office situate on the first floor of premises known as Sefton Chambers, at a yearly rent, the lessees covenanting, *inter alia*, to keep the whole of the inside parts of the said office, including the glass in the windows and doors, and fixures and fittings, in good and substantial repair, and not without the previous consent in writing of the lessors to alter any part of the structure of the said office or to advertise or to exhibit any advertisements in or upon the entrance hall, staircase, landings or passages of the said premises, or to attach or affix any name-plate or letters to the premises, except as thereinafter provided; and they covenanted further to remove all outside names and trade signs at the determination of the tenancy, and make good all damage caused to the outside walls of the building thereby. The lessors covenanted to permit the lessees to affix their names and business description in manner approved by the lessors upon the wall of the main entrance to the building, and to keep in repair the roof, main walls, main timbers and other external parts of the said premises at their own expense. The defendants, without the previous consent of the plaintiffs, placed window-boxes containing plants and flowers, supported by iron brackets, outside the three windows of their office, but so that the boxes did not rest upon or project beyond the plaintiffs' cornice. The plaintiffs requested the defendants to remove the boxes, and on their refusal to do so, sought an injunction to restrain the defendants from affixing or allowing to remain affixed to the outer wall of the plaintiffs' premises any brackets, stanchions, or boxes without the consent or approval of the plaintiffs. On behalf of the plaintiffs it was contended that the outside wall of the building was not included in the demise, and that the defendants were not entitled to interfere with the outside wall. For the defendants it was contended that they had done nothing inconsistent with the covenants contained in the lease.

JOYCE, J., in the course of a considered judgment, said: Speaking generally in the case of a demise of one floor of a building or of a room or office on any floor, which is bounded or enclosed on one or more sides by an outside wall, unless such outside wall is expressly excepted or reserved, or unless there be some context leading to a contrary conclusion, *primâ facie* the premises demised must necessarily comprise the whole, that is to say, both sides of the outside wall. This has been decided more or less clearly by Byrne, J., in *Carlisle Café Co. v. Muse Bros. & Co.* (46 SOLICITORS' JOURNAL, 107). The contrary has never been suggested with reference to a ground floor or a top floor, and I cannot see why there should be any difference in the case of a middle floor. There is nothing in this lease to favour the contention set up by the plaintiffs that the outside wall of these premises was to be excluded from the demise. The contention that the erection of the window-boxes amounts to an alteration of the structure has been expressly disclaimed. In my opinion the outer wall was included in the demise, and accordingly this action fails, and must be dismissed with costs.—COUNSEL, for the plaintiffs, *Cunliffe*, K.C., and *W. R. Sheldon;* for the defendants, *Hughes*, K.C., and *B. Benas.* SOLICITORS, *Sayle, Carter, & Co.; W. W. Wynne & Sons*, for *W. Holland Owen*, Liverpool.

[Reported by R. C. CARRINGTON, Barrister-at-Law.]

***Re* BIRKBECK PERMANENT BENEFIT BUILDING SOCIETY.**
***Ex parte* THE OFFICIAL RECEIVER.** Neville, J. 29th April.

POLICY—INSURANCE OF MORTGAGE—CONDITION OF POLICY—POLICY TO CEASE IF THE INTEREST OF THE INSURED IN THE MORTGAGED PROPERTY SHOULD PASS FROM THE INSURED OTHERWISE THAN BY OPERATION OF LAW—UNLESS MEMORANDUM OF NOTICE TO THE INSURERS IS ENDORSED ON THE POLICY BY THEM—CONSENT OF OFFICE—COMPANY IN LIQUIDATION—POWER OF LIQUIDATOR TO ASSIGN.

A condition that a policy shall cease to be in force if any part of the interest of the insured shall pass from the insured otherwise than by will or operation of law, unless notice of the assignment shall be given to the insurers, and a memorandum of the terms thereof endorsed on such policy, is not a condition preventing the assignment of the policy. An assignment by the Official Receiver of such a policy in the ordinary course of his business of liquidator of the society is an assignment "by operation of law," and as such needs no consent.

The rule in Doe d. Goodbehere *v.* Bevan (1815, 3 *M. & S.* 353) *applied to the case of a transfer of a policy by an official liquidator of a company.*

This was a summons taken out by the Official Receiver in the winding-up of the Birkbeck Permanent Benefit Building Society. The Official Receiver had been appointed liquidator of the society, and an order had been made vesting all the property of the society in him. Part of the society's property was a mortgage, the repayment of which was insured with the Licences Insurance Corporation by a policy which defined "the insured" as "the trustees for the time being of the Birkbeck Building Society," and contained the following condition:—"This policy shall cease to be in force if the whole or any part of the interest of the insured in the mortgaged property, or any part thereof, shall pass from the insured otherwise than by will or operation of law, unless notice thereof in writing is given to the Corporation, and the insurance be declared to be continued to a successor with interest by a memorandum made on the policy by or on behalf of the Corporation, and the expression 'the insured' shall include a successor in interest to whom the insurance is so declared to be, or is otherwise continued." The Official Receiver desired to dispose of and transfer the mortgage, together with the insurance policy, to complete the liquidation of the society's affairs, but the Corporation claimed the right to refuse their consent to any assignment, and accordingly the Official Receiver was applying to the court for a declaration that he was entitled to transfer the policy without the consent of the Corporation.

NEVILLE, J., after stating the facts, said: In my opinion, the true construction to be put upon this condition is that it was intended to insure that notice of the assignment of the policy should be given to the insurers, and that the terms of such notice should be endorsed upon the policy by them, so that such terms should not be the subject of dispute. I do not think this condition was intended to prevent the assignment of the policy. But even if my opinion on the construction of the condition were wrong, I am further of opinion that the case of *Doe d. Goodbehere* v. *Bevan* (1815, 3 M. & S. 353) is an authority that the exception of a "passing by authority of law" in the condition extends to cover an assignment by a person on whom the property devolved by operation of law, and who is under a binding legal obligation to assign it. I accordingly make the declaration asked for.—COUNSEL, *P. O. Lawrence*, K.C., and *J. F. W. Galbraith; Owen Thompson.* SOLICITORS, *Rubinstein, Nash, & Co.; Dawe & Sons.*

[Reported by L. M. MAY, Barrister-at-Law.]

High Court—King's Bench Division.

JOWITT & SONS *v.* UNION COLD STORAGE CO. (LIM.).
Scrutton, J. 18th April.

LIEN—WAREHOUSEMAN—GENERAL LIEN.

Goods were received into stores on the terms that they should be subject to a general lien for all charges accrued and accruing against the storers or for any other moneys due from the owners of the goods.

Held, that the stores had a general lien for their charges, not only in respect of the particular parcels demanded, but for charges due from the storers in respect of other parcels, and that such lien was available against sureties for the storers who had a charge on the goods.

The plaintiffs had carried on a meat business, and stored frozen meat in London stores, and knew the ordinary terms of such stores. This branch of their business did not pay, and they sold it to a company called the British Standard Company (Limited), in which they were largely interested. They procured a credit for this company with the Bank of Australasia by putting their name as drawers on bills drawn on the British Standard Company, which the bank discounted. With the money so raised the plaintiffs paid the vendors of the meat and shipped the goods, taking bills of lading making the goods deliverable to the British Standard Company, which bills were pledged with the bank as security for the bills of exchange being met. On the arrival of the ship the British Standard Company, by arrangement with the bank, landed the goods into cold store on the ordinary terms, the stores undertaking to the bank not to deliver except against bank's order or duly-endorsed bill of lading. In April-May, 1912, the British Standard Company failed to meet the bills of exchange, and the plaintiffs were called upon to take up the bills. They did so, and as sureties became entitled to the benefit of all securities held by the bank. The goods were stored on terms including the following:—"Goods are only received subject to a general lien for all charges accrued and accruing against the stores or for any other moneys due from the owners of the goods, and if not removed after seven days' notice has been given to the stores, or sent by post to his last-known address, may be sold to defray the liens and all expenses incurred." When the plaintiffs demanded a particular parcel of goods, the defendants declined to deliver them except on payment of charges due in respect of the particular goods and also other charges due against the British Standard Company as storers and owners of the goods. They said they would not claim the whole sum against the first parcel, but would spread it over all the goods at the rate of 10s. per cwt. The plaintiffs paid under protest, and now sued to recover the amount so paid. It was contended, on behalf of the plaintiffs, that they were only liable to pay the particular charges in respect of the goods they demanded. It was contended on behalf of the defendants that the plaintiffs only had as sureties the rights of the bank, and the bank, as pledgees, had left the goods in the defendants' hands on terms which included a general lien.

SCRUTTON, J., in the course of his judgment, said the bank, to whose rights and securities the plaintiffs succeeded, were pledgees from owners who were left by the bank in possession of the goods, and were entitled as against their pledgees to take the ordinary steps to preserve them, and one of the most obvious steps was to store frozen meat in a refrigerating store, and if the pledgees then desired to take possession of the goods, they could only do so on satisfying the liens or charges which were the ordinary result of such storage, which would certainly include particular liens and charges. That appeared to be the principle laid down by Collins, J., as he then was, in *Singer Manufacturing Co.* v. *London and South-Western Railway Co.* (1894, 1 Q. B. 833), and followed by the Divisional Court in *Keene* v. *Thomas* (1905, 1 K. B. 136). The plaintiffs had admitted that they were liable to pay the particular charges in respect of the goods they demanded, and they had further admitted in the course of the case that, as in the case of certain goods ex the s.s. *Otranto*, they had exchanged the bill of lading for warrants issued by the defendants "subject to the conditions of our printed receipts," they were bound by these conditions as to *The Otranto* goods, and could not recover the 10s. per cwt. which the defendants had claimed in respect of these goods. In his lordship's view the defendants' contention was correct. They said: "If you, the plaintiffs, are a surety, you have only the creditors' rights, those of the bank. The bank, a pledgee, has left its goods in the hands of their owner, with implied authority to secure their preservation on the usual terms, and if these general terms involve a general lien, that lien is good against the bank, which not only impliedly authorized the storage, but actually knew of and consented to it. That principle was stated by Willes, J., in *Williams* v. *Allsup* (10 C.B.N.S. 427), where he said: "Upon the facts which appear in this case, this vessel could not be so used unless these repairs had been done to her. The state of things, therefore, seems to involve the right of the mortgagor to get the vessel repaired, not on the credit of the mortgagees, but upon the ordinary terms, subject to the shipwright's lien. It seems to me that the case is the same as if the mortgagees had been present when the order for the repairs were given. To that extent I think the property of the mortgagees is impliedly modified." Substituting "pledgee" and "pledgor" for "mortgagee" and "mortgagor," "meat" for "ship," and "stores" for "shipwright," it appeared to him that the case was exactly the same. He found that the bank knew of and consented to the storage, and that the terms on which the goods were stored, including the general lien, were the ordinary and customary terms for cold storage in London. For these reasons he held that the defendants were entitled to claim against the plaintiffs a general lien for the proper amount of charges due to them from the British Standard Co.—COUNSEL, *Atkin*, K.C., and *Coutts Trotter*; *Leck*, K.C., and *Mackinnon*. SOLICITORS, *Corbin, Greener, & Cook*, for *Beaumont & Croft*, Leeds; *Charles H. Wright*.

[Reported by LEONARD C. THOMAS, Barrister-at-Law.]

Societies.

United Law Clerks' Society.

ANNIVERSARY FESTIVAL.

The eighty-first anniversary festival of the United Law Clerks' Society was held at the Hotel Cecil on Friday, the 23rd inst., the Lord Chancellor taking the chair. Among those present were Mr. E. G. Hemmerde, K.C., M.P., Mr. Ralph Bankes, K.C., John Sankey, K.C., H. F. Dickens, K.C., J. Balfour Browne, K.C., L. Sanderson, K.C., M.P., A. J. Ashton, K.C., P. Rose-Innes, K.C., Mr. F. A. Greer, K.C., Sir F. Low, K.C., M.P., Mr. A. J. Walter, K.C., Mr. A. Clavell Salter, K.C., M.P., His Honour Judge Mulligan, K.C., Master Kershaw, Sir Charles Brickdale, Mr. J. B. Matthews, Mr. Boydell Houghton, Mr. Harold Morris, Mr. C. L. Samson (president of the Law Society), Mr. S. Garrett, Mr. R. W. Dibdin, Mr. Bourchier, F. Hawksley, and Sir Thomas Berridge.

The loyal toasts having been given from the chair and honoured with the customary enthusiasm,

The Lord Chancellor proposed the toast, "Prosperity to the United Law Clerks' Society." He said that it took someone who had been in contact not only with a great many phases of the law, but with a great many phases of society generally, to realize what the law clerks of this country meant. Those present all belonged to one great profession, and the difference was that for one case which came before the judges there were ten which came before the barristers, there were a hundred which came before the solicitors, but there were a thousand which came before the managing clerks. They it was who handled the run of the everyday case which concerns human nature, sometimes in its least pleasing and sometimes in its more pleasing phases. They it was who came close to the grim realities of life, and who saw near at hand what the organization and the relation of individuals to each other and to society really was. Theirs was a very human occupation, much more human than people thought who imagined that it was all details and routine. It was not all details, and it was not all routine. If things ran smoothly, if the machine did not creak, it was because of the multitude of skilled hands that were keeping it running, and it was due to that unseen skill, unseen because we did not look for it, because we were confident that generation after generation would supply the knowledge that made one phase at all events of the organization possible. Under the Anglo-Saxon constitutions, whether one looked at them in this country or in another, the United States or Canada—for the law had a common origin in all those places—the lawyers performed a very great function. They kept the wheels of society running smoothly, and it was more than mere law that they were concerned with. There were relations far outside law with which they were intimately concerned. People talked of litigation. Why, for one case in which there would be litigation there were ten cases in which litigation had been stopped at the outset. And it was, after all, that great class, the law clerks, which handled the thing in its first and complex details, which reduced it to smoothness and shaped it finally so that it was in less fortunate cases brought before the tribunal. That was the work which was done by the law clerks, and anyone who understood English society and its constitution ought to be very grateful to that important class which kept things going. It was not by any artificial demand, but it was from the inherent qualities of human nature that the law and the necessity of lawyers to adjust its relations arose, and we might be grateful to those who saved us from great disputes, which we did not see because they were averted, and there remained to us only the comparative minority of disputes. It had been a tradition of this society since the year of the first Reform Act to do what it could to render easier the human lot. There were some men who would always get on. Nothing short of a miracle would doom them to misfortune, but those were very few. There were others who, on the whole, were likely to prosper and who, most of them, would prosper, and there was a still larger class which just managed to get along with a hard time; and then there was another class which, partly from misfortune and partly because nature had not helped them as it had helped their brethren, had a bad time and would go under but for the sense of kindliness of their more fortunate brethren, which brought those more fortunate brethren to their rescue. He was speaking to the more fortunate brethren, those who had been able and willing to help and who had made a position for themselves. The society was one of the earliest mutual assistance societies whose aim had been to provide against old age, sickness and misfortune to an extent which was very remarkable in a time when no assistance was given. We lived in times when some people thought that there was a disposition on the part of the State to give too much assistance. There were people who would actually call it poking the nose into people's private concerns. But whether that were so or not, there was the new system. The society had accomplished remarkable things in the past, and his belief was that

the new organization of compulsion for a very large class of the people in the habits of thrift and provision for the future would not really interfere with the work of a society such as this. He believed it would in the end, when the friction, and confusion, and the smoke, and the dust were cleared away, enable an association such as this to raise the level of its work and make a yet better sort of provision with no more liability and with no more effort, because the amount of work which it used to have to do would be taken off its shoulders, and to some extent, at all events, the mechanism would have been simplified. He was an optimist in this respect, and some people might think that was too sanguine a view. He thought there was a tendency all round, on the part not of one class, but of all classes, to insist that no effort should be spared to, if possible, bridge over some of the most glaring of the inequalities which separated class from class in a highly-organized State such as ours. We were a very rich nation, and he saw no signs of our riches going down. Bad days might come, bad days would doubtless come, but we were at present in good days, and if the sense was growing, as he believed it to be doing, of moral obligation to our fellow men, he who was prosperous should try to do something for him who was less prosperous. He believed that to be for good, whether it was the work of the State or of such a society as this. It represented a real tendency which manifested the truth that in the balance human nature was good and not bad. The society had been a very prosperous one. It had made in days gone by very great efforts, and to-day the organization was more readily capable of being handled than it used to be. It had energy and it had experience, and, above all, it had the spirit of self-help and of obligation to assist others, those who had been most fortunate assisting those who had been least fortunate, and the society had before it a great work in the future as in the past, although a great part of that work was no longer necessary to the extent which once was the case. The society would do still more for its members in days to come; it was one well deserving of the meeting, and they should invoke as far as they could a blessing upon its work and operations, because, first, it was a society whose operations were directed to the help of those who were invaluable in the law and who constituted, after all, by far the greater bulk of the profession to which all present belonged and in which they were all concerned in some fashion or another and to some extent. And, secondly, because he thought the subject of its work and the aims of its organization were just the spirit and just the aims which they hoped to encourage and to see flourish. The society had prospered in the past, and his hope was that it would prosper in the future in a still greater measure, and that its operations might increase in their quality and increase in their quantity.

Mr. HENRY SPRAGUE (treasurer) returned thanks. He said that the society numbered 1,500 voluntary members, who were entitled to the privileges of the original foundation, and there were over 2,000 State members. That meant more than 3,500 members, instead of the 1,500 of old days. He appealed to employers of law clerks to endeavour to induce the young men who entered their offices to join the State section of the society rather than to ally themselves with any other society.

Mr. A. J. WALTER, K.C., proposed the toast of "The Legal Profession." He said that the Lord Chancellor had spoken of "our great profession," and he was glad to hear from him the word "great," for the legal profession, so far as it existed in this country, was a great profession in that it was the servant of the public and not the master. The judges deserved well of the public because they conceived it that their duty was to do justice between man and man according to the laws of the country, and no greater tribute could be paid to any judiciary than that they tried to the best of their ability to hear out and determine and decide between the parties. In no country in the world did the litigant leave the court as he did in England with the knowledge that everything had been said that could be said on his behalf, and that his case had been fully heard. That was a tribute paid in few countries other than England, and those which derived their judicial systems from the common law of England. The position which the judges occupied was greatly esteemed in foreign countries; it was a position of complete independence, and one in which everybody felt that the judge had one single object in view—namely, to do justice between the parties without fear or favour. Then came the talking part of the profession, which was more before the eyes of the public, perhaps, than others, because of the newspapers. They tried to do their duty also, so that the client might have his facts presented before the court. Sometimes they were blamed for doing it at a length which was considered undue, but though condensation was of great value, it must not be carried too far. There was another great branch of the profession, the solicitors. Their work was really more domestic than that of the barristers. The great public came more into contact with them. One thing which struck the foreigner was the confidence which was placed, and rightly placed, in that branch of the profession. The solicitors had the family secrets, the business secrets, the secrets of trade in their hands, and they held them sacred, and the public knew it. We heard now and again of those who had been guilty of a breach of that confidence, and, of course, great publicity was given to the matter, but the proportion which those who were guilty of such a breach bore to the great body of the profession was just a thimbleful to the ocean. He had been reading the eighty-first annual report of the society, and he was shocked to see that the total donations to the society from the profession were but £672. The profession ought to be ashamed of itself. This was the only society of the kind directly connected with the profession, and he trusted the profession would look after themselves in the shape of the law clerks better in the future. There ought to be another naught at the end of the figures, and even then it would be small compared with the earnings of the profession. Then there were the other members of the profession; first, the barristers' clerks, and there was no such person existing in any other profession in the world as the barrister's clerk, a man who lived in such intimate relations with his principal. As regarded also the managing clerks, many a solicitor had told him that without his managing clerk his business would disappear. In his experience many managing clerks were better lawyers, certainly as regarded practice, than their employers. Fourteen shillings a week was the superannuation allowance provided by the society after years spent in the service of others. The legal profession ought to see that things were better than that.

Mr. BALFOUR BROWNE, K.C., responded. He said that he saw the president of the Law Society present, who had called attention at the Law Society's provincial meeting at Cardiff to the fees allowed to junior barristers, and he had some sympathy with what the president had said on that occasion. It did look as if at times the leaders of the profession received very large fees, but he thought that it was only ignorant people who did not understand what those men had gone through in order to arrive at the position where they could command such fees. When the many years of hard work of the leaders were considered, and what they had to do in bringing their cases before the courts, he was perfectly convinced that it would not be said that the labourer was not worthy of his hire, and that he had not earned all that he was paid.

Mr. E. G. HEMMERDE, K.C., M.P., proposed the health of "The Chairman," the Lord Chancellor returning thanks, and

Mr. LANCELOT SANDERSON, K.C., gave the toast of "The Trustees and Honorary Stewards," to which Mr. BOURCHIER HAWKSLEY responded for the trustees, and Mr. JOHN SANKEY, K.C., for the honorary stewards.

Donations and subscriptions were announced to the amount of £650.

A programme of incidental music was supplied by the string band of the Royal Regiment of Artillery during dinner, and at dessert the musical arrangements were under the direction of Mr. Cyril Weller, the artistes being Miss Annie Bartle, Miss Mabel Offer, Mr. Stanley Holloway, and Mr. Archie Nash. At the piano, Mr. Weller.

Norfolk and Norwich Incorporated Law Society.

The following are extracts from the annual report of the committee of this society for 1912-13:—

Members.—The number of members is now eighty-two, of whom two are life members and sixty are members of the Law Society. The number of barristers, Justices of the Peace, and others (not being members of the society), who subscribe to the law library is eight, of whom one is a life member. The committee record with regret the death of Mr. Alfred Kent, J.P., late of Hailsham, Sussex. Mr. Kent, who left the city in 1898, was admitted in 1858 and was elected a member of the committee of this society in 1894.

Land Transfer.—This is undoubtedly the most important question the Law Society and the provincial law societies have had to consider during the past year. As pointed out in last year's report, a meeting of all the provincial law societies was convened after the Nottingham meeting of the Law Society in November, 1911, when certain resolutions which were set out in our report were adopted. Early in July, 1912, your committee was requested by the Law Society to send a representative to a special conference of provincial law societies summoned to meet at the Law Society's Hall, Chancery-lane, and a meeting of the representatives of the Associated Provincial Law Societies was also called to consider the position prior to the conference with the Law Society. At the request of your committee Mr. F. O. Taylor kindly consented to attend these meetings as the representative of this society. At the meeting of the provincial law societies, after discussing the special reports of the Council of the Law Society—which suggested that if the law of realty and personalty were assimilated, a system of registration was desirable, and recommended a scheme for such assimilation combined with a system of registration of

absolute ownership and of cautions—the following resolution was passed by a large majority :—

"That this meeting, without pledging itself to details, accepts the principle of the scheme recommended by the Council on the understanding that it will be proposed as a scheme to be applied by way of experiment in London only, and that opposition will be offered to any proposal to extend (except on the application of the Local Authority), compulsory registration of any kind beyond London, but that in the county of York a simultaneous experiment should be made on the lines proposed by the Yorkshire societies."

At the conference with the Law Society which was held on the following day, objection was taken to the statement in the report of the Council that a system of registration was desirable, and it was agreed this paragraph should be deleted, and the resolution of the Associated Provincial Law Societies set out above accepted by the Council, the words "except under Statutory Authority" being substituted for "except on the application of the Local Authority." No vote was taken.

The resolution was duly communicated by the Council to the present Lord Chancellor, Lord Haldane, and it is understood he intends to bring in a Bill dealing with the subject, but its provisions have not yet been disclosed.

National Insurance Act, 1911.—By section 47 of this Act it is provided that the Insurance Commissioners shall from time to time make special orders specifying any classes of employment in which a custom or practice is shewn to their satisfaction to prevail, according to which the persons employed receive full remuneration during periods of disease or disablement. Your committee after considering this section inquired of the Law Society whether the Council proposed to apply for an order, and the Council, after communicating with all the provincial law societies, found the general opinion was not in favour of any such application being made, and accordingly resolved to take no further action. Your committee draws attention to the Norwich and Eastern Counties Law Clerks' Association ("separate section") having become an approved society.

Provisional Valuations.—Much inconvenience both to the public and the profession is caused by the delay in making valuations on the death of an owner of real estate, in consequence of which the estate duty accounts cannot be passed or the estate distributed, and is giving rise to constant complaints by beneficiaries. The Council of the Law Society have called the attention of the authorities to the matter, and it is hoped that in cases of death the valuations will be expedited.

Death Duties.—The Inland Revenue have recently altered the regulations under which death duties were paid at the local revenue office, and instructions were given for the duties to be remitted direct to the Accountant-General, and all forms to be procured from the Post Office. The change was productive of inconvenience, and complaints were made. An intimation has now been given that the duties may be transmitted through the District Probate Registry.

Commissioner's Fees on Attesting Administration Bond.—The practice has grown up of charging a fee of 1s. 6d. only for attesting an administration bond, when administrator and sureties attend before the Commissioner at the same time, and your committee therefore draw attention to the opinion of the Council of the Law Society (Practice and Usage, 1909, No. 988), that the proper fee in such case is 1s. 6d. for *each* party to the bond, and suggest this opinion should be followed.

The Law Society.

NOTICE.

The annual general meeting of the members of the Law Society will be held in the hall of the Society on Friday, the 4th day of July next, at 2.0 p.m.

The following are the names of the members of the Council retiring by rotation :—Mr. Dibdin, Sir E. H. Fraser, Mr. Goddard, Mr. Gibson, Mr. Hills, Sir H. J. Johnson, Mr. Morton, Mr. Nesbitt, Mr. Sameon, Mr. Sharpe.

So far as is known they will be nominated for re-election.

There is one other vacancy caused by the death of Mr. Ellett.

By Order,

S. P. B. Bucknill, Secretary.

Law Society's Hall, 27th May, 1913.

Law Students' Journal.

The Law Society.

PRELIMINARY EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the preliminary examination held on the 7th and 8th of May, 1913 :—

Adams, Edward Carrington	Campion, Hubert Wilton
Allen, Arthur Denis Wigram	Carter, Harvey Gerald Carminow
Barber, Bradley King Bell	Chamberlain, Neville Graham
Barrs, Noel Cochlan	de Fleury, Viscount Esmé Morton
Batten, Robert Henry Guy	Dunbar, Alfred
Browne, Arthur Norman	Ellis, Henry Lee
Bush, Graham Shurmur	Gibson-Robinson, Ronald George
Hale, Geoffrey Thomas	Norris, George Reginald
Hicks, Philip Hugh Whitby	Procter, Alfred Kyme
Hopwood, Frank Cyril	Reed, Paul Maurice
Howells, Rees Trevor	Sayers, Keith Raymond
Jarrett, Eric John Yorke	Seller, Herbert Evans
Jones, Arthur Howard Knowles	Stacey, Charles Noble
Jones, William Myddelton	Tull, George John Daniel
Kendall, Maurice Henry Vaughan	Walker, Richard
Leman, Sydney Curtis	Watson, Frederick Herbert Elwin
Leslie, Alexander Addis	Woollcombe, Humphrey William
Miles, Frederick Stuart	

Number of candidates, 63; passed, 35.

The following candidates are certified by the examiners to have passed with distinction, and will be entitled to compete, if otherwise qualified, at the studentship examination in June, 1914 :—

Barber, Bradley King Bell	Leslie, Alexander Addis
Hale, Geoffrey Thomas	Norris, George Reginald

By order of the Council,

S. P. B. Bucknill, Secretary.

Law Society's Hall, Chancery-lane, London, W.C., 23rd of May, 1913.

Gray's-inn.

A moot will be held in Gray's Inn Hall on Monday evening, 2nd of June, at 8.15, before Mr. Montague Shearman, K.C.

The question to be discussed will be one of implied warrantry. Two "counsel" will be heard for each of the parties. The procedure will be in accordance with the practice of the Court of Appeal. Any member of an Inn of Court willing to argue at a moot should communicate with the under-treasurer, Gray's Inn.

Insurance Companies and Workmen's Compensation Cases.

In the Norwich County Court on the 19th inst., says the *Times*, his Honour Judge Mulligan made some observations about the practice in cases under the Workmen's Compensation Act, of which half a dozen were down for trial. He said that in *Scott* v. *Scott*, a case which was reported in the *Times* of 6th of May, Lord Shaw, speaking of orders for hearing cases *in camera* and for keeping evidence secret, made use of these ever-memorable words :—"They appear to me to constitute a violation of that publicity in the administration of justice which is one of the surest guarantees of our liberties, and an attack upon the very foundations of public and private security." The great doctrine thus enunciated in the highest court of the realm had not, said his honour, been observed in practice in applications under the Workmen's Compensation Act. The court was left to do justice, or try to do justice, in the dark. It did not know who was the real litigant. Applications to reduce weekly payments were often made on the ground that the workman was fit to work, or, in other words, that he was pretending to be ill when he was not. That was a serious accusation. Who made it?

Take an illustration from a recent case. Who engaged a detective in London to shadow a workman in Norfolk? Not the Norfolk employer. Who paid that private detective? Not the employer. Who brought witnesses to court and defrayed their expenses? Again, not the employer. Now, he thought it essential, not only in such a case as he had mentioned, but in every one of these applications, that the workman should know who it was that made and maintained suggestions adverse to him—who it was that was fighting against him behind his master. The power extended to insurance companies to contest these cases, including the power to shadow British workmen in their homes, was a dangerous weapon, and workmen were entitled to know, and it was, in his Honour's opinion, the first duty of the court to ascertain, who it was that was wielding that weapon. It should not be used in the dark, as a dagger. The old equity maxim would occur to everyone, "Secrecy is a bridge of fraud." His Honour added that hereafter to this extent he should expect each insurance company to reveal its name—to come into the open and make it known that, if it fought hard, it fought fair.

Conduct of Cases by Counsel.

On a case coming on on the 22nd inst., says the *Times*, before Mr. Justice Bankes, it was stated that the plaintiff's counsel was at the moment engaged in another court. Mr. Justice Bankes waited half an hour, and then said that as there was no other case ready he must proceed. The plaintiff could, if he pleased, have the case stand over; but in that case he must pay all the costs incurred by the defendant in consequence of the adjournment, and must pay them before the case could come on again. Or if he pleased, the plaintiff could go into the box and tell his story in the absence of counsel, and he (Mr. Justice Bankes) would give him every assistance.

At this moment Mr. Beresford came into court, and said he had just been asked to hold the brief of the plaintiff's counsel, and he asked that there might be an adjournment until two o'clock.

Mr. Justice Bankes said the case must proceed without further delay. Counsel must find themselves sometimes in this difficulty, and when they could not attend to a case personally why should they not ask some friend to do it for them? It was a convenient and proper course to do so, and gave the juniors their opportunity; and it was very wrong of counsel and against the best interests of the Bar—he would say nothing of the disrespect shown for the convenience of the court—to omit to do so. It was a course that always used to be followed; and it was silly that a counsel who had two cases on at the same time should not get someone to attend to one of them. The case must proceed now, and Mr. Beresford must do his best with it.

The case, of which the facts were not of public interest, then proceeded.

At the beginning of the next day's sitting counsel appeared, and said he wished to apologise for his absence the previous day. He had had no idea that the case was coming on, or was likely to come on, until a message was brought to him while he was actually conducting a cross-examination in another court. He extremely regretted what had occurred, and disclaimed any intention of shewing discourtesy to the court; and if he had had any idea that the case would be reached at the time, he would have seen that it was properly looked after.

Mr. Justice Bankes said he was glad to have heard the explanation. He had spoken strongly, for he had felt that the client's interests had been neglected; and he was glad to know now that what had taken place had been due to a mistake and not to any intentional disregard of the interests of the client. Such difficulties did arise sometimes. It was easy to be wise after the event, but he thought it would have been better if counsel had sent him a message explaining the position. However, he fully accepted the explanation which had now been given.

Writing on the above subject to the *Times* of the 25th inst. from Edinburgh, "Quintillian" says :—

"Is not the deliverance of Mr. Justice Bankes on this subject, as reported in your issue of to-day under the 'Law Reports,' somewhat surprising?

"It may be that, according to the usage of the English Bar, a counsel, finding himself unable to be in two or more courts at the same time, can entrust his briefs in cases he cannot attend to other counsel of his own selection without consulting the client or the client's solicitor. Such a practice is no doubt consistent with counsel, in large practice and in possession of one or more 'devils' among the Junior Bar, giving their friends, as the learned judge expresses it, their opportunity.

"But can this system be defended on ethical grounds? Is it not the duty of counsel to return briefs which they cannot reasonably hope to fulfil, so that other counsel may be properly instructed in their room? Clients instruct counsel upon the implied understanding that they will give their individual attention to the briefs they accept, and that they will not discharge their duties by some deputy unknown to the client or the attorneys.

"In Scotland the profession would not permit retainers being handed by counsel to other counsel to be held for them in the way apparently approved by Mr. Justice Bankes. It appears to be the right course for counsel to return his papers and fees in the circumstances under consideration, so that another counsel may be retained. The practice sanctioned by the learned judge creates monopolist pleaders, and it seems to me that this phase of the matter is not for the good of the Bar as a whole and is not in the interest of litigants."

Trials in Camera.

The following letter from Mr. Montague Crackanthorpe, K.C., suggested by a controversy as to the true effect of the recent decision in *Scott* v. *Scott*, appeared in the *Times* of the 23rd inst. :—

"Sir,—Your correspondent 'M.' says that in the recent case of *Scott* v. *Scott* 'it was not held that a suit for nullity could never be heard with closed doors.' In support of this he quotes Lord Loreburn, who, in giving judgment, stated that in certain circumstances (which he specified) 'an order for hearing or partial hearing *in camera* may be lawfully made.' Your correspondent adds that 'there is nothing in the other judgments inconsistent with this statement of the law.' Surely he cannot have read carefully the judgment of Lord Shaw, which occupied nearly three of your columns, on 6th of May. Lord Shaw pointed out that by section 22 of the Divorce Act, 1857, which abolished the old Ecclesiastical Courts and set up a lay tribunal in their place, the proceedings of the new court were to be 'open throughout,' and he quoted with approval the *obiter dictum* of Sir George Jessel that 'a High Court of Justice has no power to hear cases in private, even with the consent of the parties, except cases affecting lunatics, or wards of court, or where a public trial would defeat the object of the action.' The much shorter judgment—or 'opinion'—of the present Lord Chancellor was to the same effect.

"As their lordships appear not to have been unanimous on the power to order the closed door, would it not be well, as the Majority Report of the Divorce Commission recommended (and the Minority Report did not differ in this), that such a power should be conferred by statute, exercisable when the interests of decency and morality so require?

"This and kindred questions of publicity are very fully dealt with in the Majority Report to which I have just referred. This report is a masterly production, consisting of 165 folio pages, and was drafted from beginning to end by the chairman, the late Lord Gorell. May I be allowed, as one of the many friends of that eminent judge and most lovable man, to add here a personal recollection of him which shows his real character?

"From talks I had with him before he started the Commission (for it was really his child) I am able to testify that his leading motive was to bring within the reach of the poorer classes the advantages which under the Act of 1857 were, and are, freely availed of by the rich and well-to-do. As the field of inquiry enlarged, his labours increased, but, nothing daunted, he set himself to explore every nook and cranny that he happened on. The result is five 'Blue-books' containing stores of information not to be procured elsewhere.

"It is a trite but true saying that 'everything has to be paid for.' At last the task Lord Gorell had undertaken proved too much for his strength. A day or two before the report was published I chanced to meet him driving in Hyde Park, and at once saw that he was an altered man. Obviously he was very ill. He told me with a smile that he was suffering from 'Commissionitis.' This, though said playfully, was the bitter solemn truth. He had spent himself in the cause he had at heart, and for that cause, within a few months, he died.

"Surely some worthy successor will arise to take up his interrupted work and to give effect to all or some of the suggestions in which the Majority and Minority Reports agree? Surely this friend of the poor, this broad-minded, able thinker, will not be suffered to have toiled in vain, leaving the cynics to say of his Commission—'Another first-class funeral.'"

Obituary.

Mr. F. J. Hawkins.

Mr. Frederick James Hawkins, a well-known Liverpool solicitor, died suddenly in his office last Monday at the age of 72. For a considerable time he had been in indifferent health, but was able to attend to his business. Mr. Hawkins was a native of Liverpool. He was articled to the late Mr. Henry Forshaw, and passed first in all England for the solicitors' final examination and won the Clifford's Inn Prize in 1860. He was admitted a solicitor in 1861, and shortly afterwards joined Mr. Forshaw and Mr. Goodman in partnership. Mr. Hawkins was chairman of the State Insurance Company from its incorporation until last year, and was solicitor to the United Alkali Company.

Legal News.

Appointments.

Mr. Evan Lewis Thomas, K.C., and Mr. Ernest Wynne Martelli, K.C., have been elected Benchers of the Honourable Society of Lincoln's Inn in succession to the late Lord Macnaghten and Mr. John Westlake, K.C.

Changes in Partnerships, &c.

Dissolutions.

W. L. Wilmshurst and Charles Stones, solicitors (Wilmshurst & Stones), Huddersfield. July 31, 1912. The said practice will henceforth be carried on by W. L. Wilmshurst alone, under the style of Wilmshurst & Stones. [*Gazette*, May 27.

Charles D'Oyly Cooper and George Arthur Wilmot, solicitors, (Cooper and Co.), 54, Gresham street, London. May 9. [*Gazette*, May 27.

General.

Dr. F. E. Hilleary, who has been town clerk of West Ham since its incorporation as a borough, and has been associated with the local administration for about forty years, is resigning his position.

Mr. Justice Lawrence has postponed the Commission days at Norwich until Tuesday, the 3rd of June, and at Chelmsford until Thursday, the 12th of June, respectively, owing to pressure of business at Bury St. Edmunds.

The Council of the Society of Incorporated Accountants and Auditors has elected Mr. Charles Hewetson Nelson (C. Hewetson Nelson, Robson & Co.), Liverpool, and Mr. Arthur Edwin Woodington (A. E. Woodington and Bubb), London, to the respective offices of president and vice-president for the ensuing year.

At the last meeting of the Society of Chairmen and Deputy-Chairmen of Quarter Sessions in England and Wales, Lord Cross, who was elected president of the society on the 24th of August, 1886, resigned that position, and was unanimously elected honorary vice-president. Mr. Montagu Sharp, chairman of the Middlesex Quarter Sessions, was elected president, and Sir William Vincent, chairman of the Surrey Quarter Sessions, was elected vice-president.

A committee of the Divorce Law Reform Union has now drafted a Bill, based principally on the recommendations of the Majority Report of the Divorce Commission. The Bill will be introduced into Parliament by Sir David Brynmor Jones in the next few days. It embodies all the recommendations of the Majority Report except the Treasury clauses. The Treasury clauses are those which deal with jurisdiction, and can only be introduced into a Bill when it is in Committee stage, and then only by a Minister of the Crown.

The treasurer, Mr. Justice Bucknill, and the Masters of the Bench of the Inner Temple entertained at dinner on Wednesday, being the Grand Day of Trinity Term, the following guests:—The Earl of Portsmouth, Viscount Galway, Lord Graves, Lord Shaw of Dunfermline, Lord Moulton, the Rev. the Master of the Temple, Mr. Justice Bailhache, Mr. Justice Sargant, Sir Thomas Barlow, Sir Kenneth Muir-Mackenzie, K.C., Captain Sir George R. Vyvyan, Mr. Edward Pollock, Mr. T. Gibson Bowles, the Rev. the Reader, Dr. Walford Davies, and the Sub-Treasurer.

Miss Duncan, chairman of the West Ham Board of Guardians, has been specially permitted by the Lord Chancellor to act as a Justice of the Peace in lunacy matters at the workhouse infirmary. Miss Duncan, it is stated, is the first woman who has been allowed to officiate in this capacity. An application for the purpose was made by the West Ham Guardians to the Lord Chancellor, who, in a former case of a similar kind at Bethnal Green some years ago, directed that the ex-chairman of the board should perform this function when the chairman happened to be a woman.

Messrs. Kenneth Brown, Baker, Baker, & Co., solicitors, Norfolk-street, Strand, state that Mr. Oliver Locker-Lampson, M.P., and Mr. Peter Wright have, on behalf of their co-shareholders in the English Marconi Company, issued a writ against Mr. Godfrey Isaacs, Mr. Heybourn, Mr. Harry Isaacs, and directors of the Marconi Company, claiming a sum of money amounting to something like a million pounds sterling in respect of 500,000 American Marconi shares which, it is alleged, were the property of the English Marconi Company, and which were put on the market on the 19th of April, 1912. The shares, which were five-dollar shares, and were issued at par, rose to over £4 each. The writ was served on Tuesday by Messrs. Kenneth Brown, Baker, Baker, & Co., and service was accepted on behalf of the defendants by their solicitors. The action will be heard in the Chancery Division before Mr. Justice Warrington, but is not likely to come on until after the Long Vacation.

It was stated in the *Standard* of the 28th inst. that Mr. James Richard Atkin, K.C., had been selected for the appointment of additional judge of the King's Bench Division, and that the appointment only awaited the ratification of the King. The new judge was born in 1867, and is the eldest son of the late Mr. Robert Travers Atkin, of Fernhill, co. Cork. He married a daughter of Mr. William Hemmant, Bulimba, Sevenoaks, formerly Colonial Treasurer, Queensland, and was himself a member of the Legislative Assembly for that State. He was educated at Brecon and Oxford, and was called at Gray's Inn in 1891, becoming a bencher in 1906.

At a meeting of the Southwark Borough Council, on Wednesday evening, the following notice of motion, moved by Councillor B. W. Williams, was adopted:—"That the council request the London County Council to insert in their next General Powers Bill a clause enabling any rating authority in the metropolis to charge and recover from the owner or owners of motor-omnibuses plying for hire either wholly or partially in the area controlled by such authority a sum equal to such amount in the pound on the annual value of the undertaking in such area (such annual value to be ascertained by a calculation of receipts and expenses of the undertaking in such area) as shall equal the amount of the general rate in the pound imposed from time to time in such area." It was also decided to invite the various metropolitan borough councils to endorse the action of the council and to notify the London County Council of such endorsement.

At the Suffolk Assizes at Bury St. Edmunds, on Wednesday, Mr. Justice Lawrence was called upon to direct a coroner's jury who had failed to agree at an inquest held in Ipswich on the body of a boy who was knocked down and killed by a motor-car. The coroner and the owner and driver of the car also attended. His lordship reminded the jury that their attendance at the Assizes was in accordance with ancient practice. He said that they must be satisfied that the driver of the car was guilty of negligence of a culpable kind. That meant not merely slight negligence, but blameworthy negligence, where a man was really reckless of the safety of others. Having gone through the facts with the jury, he added that there was no question of contributory negligence. After thirty-five minutes the jury agreed upon a verdict. His lordship said that they would have to attend before the coroner and record it in due course. The verdict that they had returned, his lordship said, was one of manslaughter.

Mr. Justice Avory on Monday, in charging the grand jury at the Bucks Assizes, said that in eleven out of fifteen cases which were before him there was no justification for sending them for trial at those assizes. He had for a long while been pointing out that the mere fact that assizes were held before quarter sessions was not of itself sufficient reason for the committal of cases to the assizes. The Assize Relief Act was passed a great many years ago for the express purpose of relieving an assize of the necessity of trying quarter sessions cases. He mentioned that to them in their capacity as magistrates, hoping they would bear it in mind, because there was now a Royal Commission trying to find some reasons for the delay in the King's Bench. So long as the time of judges at assizes was unnecessarily occupied in trying cases which quarter sessions were equally competent to dispose of complaints of delay would, he feared, be made.

By a majority decision the Supreme Court of the United States has, says the New York correspondent of the *Times*, under date 26th inst., held that patented articles sold under price restrictions may be retailed at "cut" prices. The decision, which was rendered in the case of a newly patented nerve tonic, declared that the patent law gave an owner the exclusive right to sell articles, but not the right to keep up the price. The court held that the latter right expired when the manufacturer sold to the jobber. The decision affects many other patented articles, manufacturers of which had joined the nerve tonic manufacturer in this case. According to Washington despatches officials of the Department of Justice regard this ruling as highly important, since under the patent laws many industries, it is contended, have been able to control the price of patented articles to the ultimate consumer. To-day's decision, it is said, will end or curb such patent monopolies.

At the West London Police Court on the 24th inst., says the *Times*, Henry Hart, motor agent, of Ellaline-road, Fulham, was summoned before Mr. Fordham for unlawfully and corruptly agreeing to give and offer a gift to Arthur Davies, agent for Messrs. Lever Bros., of Port Sunlight, as an inducement and reward for showing favour. Mr. Hinde, counsel for the Secret Commissions League (Incorporated), prosecuted, and stated that the firm of Lever Bros. sought tenders for motor-lorries, and the defendant, acting on behalf of a motor manufacturing firm, sent in a tender. The tender was eventually accepted, and on the very day that it was accepted a Mr. Davies, motor superintendent to the firm, received from the defendant a letter in which he stated that if he secured the order he "would be pleased to compensate him" for his trouble. Mr. Davies showed the letter to the firm, and proceedings were taken under the Act. For the defendant a solicitor urged that he had acted through inexperience. He had just started in business with another motor agent, and he was anxious to get a good order. Whatever sum he might have been prepared to give to Mr. Davies would have come out of his own pocket with the idea of finding favour in the eyes of his employer, whose partner he hoped to become. Mr. Fordham took the view that the defendant acted as

a fool rather than as a knave, and imposed a fine of £15 with five guineas costs.

Writing to the *Times* of the 25th inst., Messrs. Lewis and Lewis, of Ely-place, Holborn, say :—"The letter of Mr. Crackanthorpe in your issue of yesterday, by its reference to the late Lord Gorell and the Report of the Divorce Commission, suggests that the present may not be an unsuitable time to protest against the delay in the appearance of any Government measure embodying any of the Commission's recommendations. For years past agitation has existed for divorce reform, and when at last a Commission was appointed in 1909, and again after that Commission had sat for three years, and in November, 1912, had presented its report, the public had surely a right to expect some sort of official effort towards fresh legislation on this all-important matter. During Lord Gorell's life one was able to rely on his whole-hearted support for reform, and to know that, at any rate, he would not relax any effort towards achieving that which was very near his heart. Now, however, after his lamentable death, and the loss to the cause of its most powerful advocate, it seems more than probable that the whole question may be indefinitely postponed and the hopes of an overwhelming majority of the community be again disappointed. We do not overlook the fact that a private Bill is to be introduced into Parliament, but there is no assurance of Government support for it, and without such support it must be well known that its successful passage through the House is more than doubtful.' "

Court Papers.

Supreme Court of Judicature.

Rota of Registrars in Attendance on

Date.	Emergency Rota.	Appeal Court No. I.	Mr. Justice Joyce.	Mr. Justice Swinfen Eady.
Monday June 2	Mr Borrer	Mr Bloxam	Mr Farmer	Mr Jolly
Tuesday 3	Leach	Jolly	Synge	Greswell
Wednesday ... 4	Goldschmidt	Greswell	Bloxam	Borrer
Thursday..... 5	Farmer	Leach	Goldschmidt	Synge
Friday 6	Church	Borrer	Leach	Farmer
Saturday 7	Synge	Goldschmidt	Church	Bloxam

Date.	Mr. Justice Warrington.	Mr. Justice Neville.	Mr. Justice Eve.	Mr. Justice Sargant.
Monday June 2	Mr Synge	Mr Greswell	Mr Goldschmidt	Mr Leach
Tuesday 3	Borrer	Church	Bloxam	Goldschmidt
Wednesday... 4	Jolly	Leach	Farmer	Church
Thursday..... 5	Bloxam	Borrer	Church	Greswell
Friday 6	Goldschmidt	Synge	Greswell	Jolly
Saturday 7	Farmer	Jolly	Leach	Borrer

Winding-up Notices.

JOINT STOCK COMPANIES.

Limited in Chancery.

London Gazette,—Friday, May 23.

Acre Rubber Co, Ltd.—Creditors are required, on or before July 7, to send their names and addresses, and the particulars of their debts or claims, to William George Jefferys, 66, Coleman st. Wansey & Co. 28, Moorgate st, solors for the liquidator.

A. K. Boyd & Co Ltd. (In Voluntary Liquidation).—Creditors are required, on or before June 2, to send in their names and addresses, and the particulars of their debts or claims, to James Durie Pattullo, 65, London Wall, liquidator.

Anglo European Bank, Ltd.—Petn for winding-up, presented April 23, directed to be heard June 10. Heywood & Ram, The Outer Temple, 222, Strand, solors for the petnr. Notice of appearing must reach the above named not later than six o'clock in the afternoon of June 9

British Resin Works, Ltd.—Creditors are required, on or before June 23, to send their names and addresses, and particulars of their debts or claims, to Pierre Jose Boucher, 72, Victoria st, liquidator.

Everclean Linen Co, Ltd.—Petn for winding-up, presented May 19, directed to be heard June 4. Oppenheimer & Co, 10, Copthall av, solors for the petnr. Notice of appearing must reach the above named not later than six o'clock in the afternoon of June 3.

F. W. Mayor & Co, Ltd.—Creditors are required, on or before June 16, to send their names and addresses, and the particulars of their debts or claims, to Mr. Thomas Lloyd, 5, Castle st, Liverpool. Hull & Co, solors to the liquidator.

Harrow Motor Carriage Co, Ltd.—Creditors are required, on or before July 1, to send their names and addresses, and the particulars of their debts or claims, to Alfred Willie Sully, 19 and 21, Queen Victoria st, liquidator.

London Exchange Steamship Co., Ltd.—Creditors are required, on or before June 23, to send their names and addresses, with particulars of their debts or claims, to Alfred Willie Sully, 19-21, Queen Victoria st. Hill & Co, Old Broad st, solors for the liquidator.

Moreni Pipeline and Transport Co, Ltd.—Creditors are required, on or before June 4, to send in their names and addresses, and the particulars of their debts or claims, to J. W. Creasser, 48, Cannon st, liquidator.

Springhead Mill Co, Ltd.—Creditors are required, on or before July 5, to send their names and addresses, and the particulars of their debts or claims, to Alfred Brown, Yeadon, liquidator.

Standard Union Trust Ltd.—Petn for winding-up, presented May 5, directed to be heard June 4. Heywood & Ram, The Outer Temple, 222, Strand, solors for the petnr. Notice of appearing must reach the above named not later than six o'clock in the afternoon of June 3.

Summer-Lane Brickworks, Barnsley, Ltd.—Creditors are required, on or before June 30, to send in their names and addresses, and the particulars of their debts or claims, to Ernest Crowther, 10, Regent st, Barnsley, liquidator.

JOINT STOCK COMPANIES.

Limited in Chancery.

London Gazette—Tuesday, May 27.

African Development Corporation, Ltd.—Petn for winding-up, presented May 22 directed to be heard June 4. Dunderdale, Dehn & Co., 85, London Wall, solors for the petnr. Notice of appearing must reach the above named not later than six o'clock in the afternoon of June 3.

Bristol Gazelle Towing Co., Ltd. (In Liquidation).—All persons having claims are required to send in particulars to John Godfrey Taylor, 18, Baldwin st, Bristol, liquidator on or before June 30

Gelesco, Ltd.—Creditors are required, on or before July 4, to send in their names and addresses, and particulars of their debts or claims, to John Ross, New Broad st House, liquidator.

Giant Neighbor Syndicate, Ltd. (In Voluntary Liquidation)—Creditors are required, on or before July 7, to send their names and addresses, and the particulars of their debts or claims, to Geo. R. Helmore, 185, Piccadilly, liquidator.

H. A. Harvey & Co, Ltd—Petn for winding-up, presented May 23, directed to be heard June 4. Slack & Co, 31, Queen Victoria st, solors for the petnrs. Notice of appearing must reach the above named not later than six o'clock in the afternoon of June 3.

H. Massey, Ltd.—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to Oliver Sunderland, 15, Eastcheap. Mayhew & Darling, Abchurch ln, solors for the liquidator.

Lampblack, Ltd.—Creditors are required, on or before June 24, to send their names and addresses, and the particulars of their debts or claims, to J. E. Percival, 6, Old Jewry, liquidator.

Pilwood Syndicate, Ltd.—Creditors are required on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to Mr. Joseph Palm Iliewicz, 226, Finsbury pvmt house, Finsbury pvmt. Ashurst & Co., Throgmorton av, solors to the liquidator.

Portland Steamship Co, Ltd.—Creditors are required, on or before July 18, to send their names and addresses, and particulars of their debts or claims, to Robert McNeil and William Edward Hinde, Boston bldgs, James st, Cardiff, liquidators.

Resolutions for Winding-up Voluntarily.

London Gazette—Friday, May 16.

Victoria Bazaar Co, (1906), Ltd
John Cammack & Co, Ltd.
B. Williams, Ltd.
Chard Land and Investment Co, Ltd.
Kellas, Ltd. (Amalgamation)
El Dinero Syndicate, Ltd.
Thomas Hodges & Co, Ltd.
Bend Co, Ltd.
Tin Areas of Cornwall, Ltd.

London Gazette—Tuesday, May 20.

Ramsbottom & Sons (Rochdale), Ltd.
Madagascar Rubber Co, Ltd.
Hammersmith Picture Playhouse Co, Ltd.
Cook's Reinforced Concrete Sleeper Syndicate, Ltd
Leyn and Eifionydd Permanent Benefit Building Society.
Gelesco, Ltd.
Ulundi Gold Mining Co, Ltd.
Beeching Bros, Ltd.
Hugh Wilson, Ltd.
Cornish Consols, Ltd.
Horner, Rhodes & Co, Ltd.
Gem Dynamo Brush Co, Ltd.
E. G. R. Syndicate, Ltd.
Riviera Syndicate, Ltd.
Kalliope Co, Ltd.
Robert Brogden, Sons & Co, Ltd.
G. E. Walton, Ltd.
Banana Co of Rio Grande (Nicaragua), Ltd.
Dover Promenade, Pier and Pavilion Co, Ltd.

London Gazette—Friday, May 23.

South African Share Trust, Ltd.
Pretsia Plantations, Ltd.
Green's Chemical Engineering Co, Ltd.
S.N. Syndicate, Ltd.
Acre Rubber Co, Ltd.
Ernest Beaty & Co, Ltd.
Alaska Exploration Co, Ltd.
Wholesale Cycle Trade Co, Ltd.
Blake Brothers, Ltd.
Newcombe's Tap-S-Tre Decorations, Ltd.
Gormly, Timmins & Portway, Ltd. (Amalgamation.)
F G Armfield & Co, Ltd.
Star Transport Steamship Co, Ltd.
St Helen's Mills (Wapping), Ltd.
Griffith & Co, Ltd.
Ilford Picture House, Ltd.
A. K. Boyd & Co, Ltd.
City of Vancouver First Mortgage Agency Ltd
Springhead Mill Co, Ltd.
London Exchange Steamship Co, Ltd.
C. G. W. Syndicate, Ltd
Moreni Pipeline and Transport Co, Ltd.
Phœnix Industrial and Provident Society, Ltd.
Cannington, Shaw & Co, Ltd.

London Gazette—Tuesday, May 27.

J. & J. Lindley, Ltd.
Brown & Parsons, Ltd.
Rio Amazon Syndicate, Ltd.
Carlton Engineering Co, Ltd.
Hya-Hya Syndicate, Ltd.
Roiwa River Syndicate, Ltd.
Islands of Essequiro, Ltd.
Colonian Rail and Tramway Syndicate, Ltd.
Lampblack, Ltd.
Cannington, Shaw & Co. Ltd.
Norman, McKie & Co, Ltd.
London Property Co, Ltd.
Portland Steamship Co, Ltd.
Electric Lamp Regenerators, Ltd. (Reconstruction).
Trinity Mansions Hotel Co, Ltd.
Kennel (1909), Ltd.
Duff House, Ltd., Banff
Garden Suburb Freehold, Ltd.
Gloucester and Severn Estuary Mutual Marine Insurance Society, Ltd
Bristol Gazelle Towing Co, Ltd.

NAMES OF CASES REPORTED IN THE SOLICITORS' JOURNAL & WEEKLY REPORTER

From OCTOBER 26th, 1912, to APRIL 19th, 1913 (inclusive).

The Property Mart.

Forthcoming Auction Sales.

June 2.—Messrs. Weatherall & Green, at the Mart, at 2: Building Land (see advertisement, page iii, May 10).

June 3, 10, 24, July 1 and 8.—Messrs. Debenham, Tewson, & Co., at the Mart, at 2: Freehold Premises, Freehold Ground Rents, Residences, Building, and Residential Estates (see advertisement, page ii., this week).

June 3.—Messrs. Rosevear & Son, at the Mart, at 2: Freehold and Leasehold Properties and Factory Premises (see advertisement, page iv., this week).

June 9, 11.—Messrs. Edwin Fox, Bousfield, Burnetts, & Baddeley, at the Mart, at 2: Freehold Building Land, Freehold Properties, &c. (see advertisement, page ii., this week).

June 5, 12, 19, 26.—Messrs. Stimson & Sons, at the Mart, at 2: Freehold Building Land, Houses and Shops, Freehold Property and Leasehold Ground Rents, Freehold Business Premises and Houses and Freehold Ground Rents (see advertisement, page v, this week).

June 5.—Messrs. H. E. Foster & Cranfield, at the Mart, at 2: Reversions, Annuities, Policies (see advertisement, page xv, this week).

June 10.—Messrs. Weatherall & Green, at Havant, at 3: Farms, Residences, &c. (see advertisement, page iv, this week).

June 11.—Messrs. Baxter, Payne & Lepper, at the Mart, at 2: Freehold and Leasehold Estates (see advertisement, page iv, this week)

June 17.—Messrs. Robins, Gore & Mercer, at the Mart: Freehold Properties (see advertisement, page v, this week).

June 19.—Messrs. Trueggod & Martin, at the Mart, at 2: Letting on Building Lease of Site for Shops, &c., Freehold Shops and Premises, Country House and Land (see advertisement, page v, this week).

June 20, July 1, 23, 29, 30, 31.—Messrs. Humbert & Flint, at the Mart: Freehold Estates and Properties (see advertisement, front page, this week).

June 24.—Messrs. Weatherall & Green, at the Mart: Freehold Residence and Freehold Block of Offices (see advertisement, page iv, this week).

June 26.—Messrs. Weatherall & Green, at East Grinstead, at 3: Freehold Land (see advertisement, page iv, this week).

June 30.—Messrs. Daniel Smith, Son & Oakley, : Freehold Cottage Resid ence and Freehold Agricultural Holding (see advertisement, page iii, May 24).

July 3.—Messrs. Daniel Smith, Son, & Oakley: Freehold Residential Estate, &c. (see advertisement, page iii, May 24).

Messrs. Weatherall & Green, at Ashby de-la-Zouch: Freehold Properties (see advertisement, page iv, this week).

Messrs. Collins & Collins, at the Mart: Freehold Investments (see advertisement, page iii, this week).

Creditors' Notices.

Under Estates in Chancery.

List Day of Claim.

London Gazette.—Friday, May 9.

Bell, Louisa, Mandeville pl, Mayfair June 14 Noble v Gilling and Another, Judge in Chambers, Room No. 636, Royal Courts Willis, Chancery lane

London Gazette.—Friday, May 23.

Walker, Catherine, Folkestone June 16 Public Trustee and Another v Brodin and Another, Warrington, J. Gardner, Folkestone

London Gazette,—Tuesday, May 27.

Hughes, Robert Hugh, Holywell, Flint Oct 9 Hughes v Hughes, Swinfen Eady, J Jones, Brecon

Under 22 & 23 Vict. cap. 35.

List Day of Claim.

London Gazette.—Friday, May 23.

Allen, Henry Stephen, Boscombe, Bournemouth June 30 Greenip & Co, George st Mansion House

Aymer, Jane, Praed st, Paddington June 21 Cull & Brett, Cheadle, Stoke on Trent

Barker, Frederick Stephen, King's Heath, Worcester June 22 Beale & Co Birmingham

Beak, Celia, Newport, Mon July 7 Burpitt, Newport

Blair, Harriet Francis, Putney June 24 Hilder & Co, Jermyn st, St. James's

Bradshaw, John James Smith, Stroud, Glos June 20 Norris, Stroud

Brook, Henry, Weston super Mare, Somerset, Surgeon June 30 Venn & Woodcock, South sq, Gray's Inn

Brown, Susan, Shrewsbury June 24 Bowdler, Shrewsbury

Brown, Walter Samuel James, Tadworth June 24 Bell & Co, Salters' Hall ct, Cannon st

Burrows, Jane Ann, Hastings June 24 Rorke & Jackson, Nottingham

Caddick, Benjamin, Northampton, Wheelwright June 16 Robinson, Northampton

Caragher, James, Liverpool June 27 Gradwell & Co, Liverpool

Cartner, Thomas, Metal Bridge, Rockcliffe, Cumberland, Farmer July 19 Mawson & Glenny, Carlisle

Chapman, James, Carleton Rode, Norfolk, Farmer July 1 Hill & Perks, Norwich

Chaundy, George Albert Henry, Enstone, Oxford June 17 Mallam & Co, Oxford

Clifford, Jane Alice, Edgbaston July 1 Hadley & Co, Birmingham

Dochnahl, Jacob, Bournemou h June 18 J & W H Druitt, Bournemouth

Edge, Emily Mary, Sloane st June 30 Freeth & Co, Nottingham

Evans, Richard Morgan, Cardiff June 30 Cousins & Botsford, Cardiff

Ford, Ann, Brislington, Bristol, Market Gardener June 14 Green-Armytage, Bristol

Frow, George, Wainfleet, Saint Mary, Lincs, Farmer June 20 Walker & Co, Spilsby

Furnell, Arthur, Bovingdon, Hemel Hempstead June 24 Rudall, Watling st

Gardner, Joseph, Eccleshall, Staffs, Farmer June 20 Lea, Eccleshall

Graham, Abraham, Southport, Stone Mason June 13 Wheeldon & Quayle

Greenwood, Francis Jones, Brewster gdns, North Kensington June 30 Walter & Nisbet, John st, Bedford row

Hall, David, Waysbury, Bucks, Engineer June 14 Horne & Co, Staines

Hansen, Carl Frederik, Bute Docks, Cardiff, Shipbroker June 24 Merrils & Co, Cardiff

Hartland, Mary, Langley Green, Worcester June 7 Wyndham & Son, Stourbridge

Hayman, Esther, Cheltenham June 24 Rickerby & Co, Cheltenham

Hind, Jane Richardson, Nottingham June 30 Freeth & Co, Nottingham

Holt, Julia Abigail, Barton on Humber July 1 Brown & Hudson, Barton on Humber

Horner, Anna Elizabeth, Leeds June 20 H T & W Pullan, Leeds

James, Alfred, Biggleswade June 30 Schultz & Son, South sq, Gray's Inn

Jenour, Albert Chesterfield Ebenezer Smelt, Hastings July 4 Winter & Co, Bedford row

JOHNSON, ELIZABETH, Oakmere, nr Northwich, Chester June 28 Hatt-Cook & Son Northwich, Chester
KAYE, HENRY, Huddersfield, Secretary June 17 Armitage & Co, Huddersfield
KENT, AUGUSTUS, Gravesend, Master Mariner June 24 Tatham & Co, Queen Victoria st
KITCHIN, CLIFFORD, Bristol, Barrister at Law June 23 Weatherhead & Knowles, Bradford
KLEIN, HEINRICH MARTIN THEODOR, Greenhill, Harrow on the Hill June 30 Public Trustee, Clement's inn
LEVETT, AGNES, Bovey Tracey, Devon June 24 Buckingham & Kindersley, Exeter
LODGE, ELIZA, Honley, Huddersfield June 17 Armitage & Co, Huddersfield
LUKIN, EMILY, Torre, Torquay June 30 Webster & Watson, Newton Abbot
MACCONNAL JOHN, Bromley July 11 Johnson & Son, Liverpool
MAUDE, ADAM TETLOW, Guiseley, Yorks June 30 Newstead & Wade, Otley
MAYO, WINIFRED DE, New Brighton, Chester Hickman, Clement's ln, Lombard st
MILLER, JOHN, Hyde, Chester, Grocer June 24 F H & W Worsley, Stalybridge, Cheshire
MUNNERLEY, THOMAS BIRCH, Lower Bebington, nr Birkenhead, Chester July 14 Chester & Co, Bedford row
PALMER, THOMAS JAMES, Milford Haven, Pembroke June 24 Eaton-Evans & Williams Milford Haven
PERCY, STEPHEN, Newcastle on Tyne, Sanitary Engineer July 4 W J S & J A S Scott, Newcastle on Tyne
PHILLIPS, HENRY FRANKLIN, Upton Park, Essex June 12 Stutfield & Son, Parliament st
PITMAN, GEORGE FREDERICK, Heathside, Woking June 20 Pitman & Sons, Clement's inn
POOLE, JOHN SHEPHERD, Woodborough, Notts, Farmer June 21 Clifton & Co, Nottingham
PRITCHARD, OLIVER, Cwmcarn, Mon, Hotel Keeper June 30 Dauncey & Sons, Newport (Mon)
PUXLEY, ADELEINE LAVALLIN, Hove, Sussex June 24 Eggar & Co, Brighton
ROMANES, MARGARET, Bramber, Sussex June 30 White & Co, Agar st, Strand
SEMPLE, ROBERT JAMES, Darlington June 14 Lucas & Co, Darlington
SEYMOUR, WILFRED PERCY, Hampreston, nr Wimborne, Dorset, Farmer June 13 Harris, Winchester
SHERRIFF, ROBERT BRISTOW, Winchester June 30 Goodwin & Co, Winchester
STARES, ANNA MARIA, Cadnam, Hants June 30 Kinsford & Co, Essex st, Strand
STOTT, ELIZABETH SARAH ANN, Braintree June 24 Holmes & Hills, Braintree, Essex
TATE, WILLIAM BARNEY, Nottingham, Doctor June 30 Freeth & Co, Nottingham
TAYLOR, ANNIE JANE, Cwmcarn, Mon, Hotel Keeper June 30 Dauncey & Sons, Newport, Mon
TWYFORD, Lieut Col HENRY ROBERT, Wood st July 1 Reynolds & Myles, Basinghall st
WADE, EDWARD ROBERT WYBRANTS, Worthing June 30 Baily, Hastings
WALKER, FREDERICK WILLIAM, Aldbrough, Yorks June 23 W B & C Hunton Richmond, Yorks
WALKER, LOUISA, New rd, Park rd, Crouch End July 1 Beamish & Co, Lincoln's inn fields
WARNER, SYDNEY GATES, Upper Richmond rd, Putney, Solicitor June 30 Johnson & Co, New sq, Lincoln's inn
WATERHOUSE, JOHN, Chinley, Derby July 5 Scholes & Farrington, Manchester
WHITE, WILLIAM HALE, Groombridge June 30 Treherne & Co, Bloomsbury sq
WHITTINGHAM, FANNY, Moss Side, Manchester June 30 Diggles & Ogden, Manchester

London Gazette.—TUESDAY, May 27.

ALLAN, HENRIETTA AMY, Abbey rd, St John's Wood July 8 Keith, Southampton st Holborn
BANKS, EDGAR OSBORNE, Adelaide pl, London Bridge, Architect July 1 Dodd, High st, Lewisham
BENT, Rev JOHN OXENHAM, Eastbourne June 30 Scadding & Bodkin, Gordon st
BERRY, CHARLES, Oldham, Draper June 27 Batty & Co, Manchester
BIGGAM, WILLIAM, Sunderland, Surgeon, travelling Draper June 27 Taylor, Sunderland
BLEWITT, ENOCH, Hednesford, Staffs, Contractor June 20 Baker & Meek, Willenhall
BOOTHROYDE, ARTHUR, Bexley June 30 Hayward, Dartford
BOWYER, ELIZABETH, Kenilworth av, Wimbledon Park June 30 Evans & Co, Nicholas ln, Lombard st
BROWN, JULIA, Redhill, Surrey June 24 Edwards, Swansea
BROWN, LOUISA MARY, Sandringham gdns, Ealing July 14 Bond, Broadway, Ealing
CHURCHER, GEORGE, Woolston, Southampton June 14 Waller & Thornback, Southampton
COCKCROFT, MARY, Halifax June 6 Moore & Shepherd, Halifax
COLLINS, HARRIET ALICE, Eastbourne July 5 Tackley & Fall, Orchard st, Portman sq
DAISWELL, FREDERICK, Bognor June 30 Staffurth, Bognor
FRENCH, UNDERWOOD, Knightrider st, Doctors Common June 30 Waddilove & Johnson Knightrider st
GORING, GEORGE, Hastings June 28 Osborn & Osborn, Coleman st
GOTTHEIMER, MARKS, Bournemouth June 30 Stones & Co, Finsbury circus
HAYWARD, HORATIO WILLIAM, Exmouth, Hotel Proprietor July 4 Petherick & Sons Exmouth
HOBSON, FRANCIS, Trowbridge, Wilts June 25 Gould & Coombe, Sheffield
HOBSON, MARY, Trowbridge, Wilts June 25 Gould & Coombe, Sheffield
HOGAN, JOHN, Vivenhoe rd, Peckham July 1 Sydney, Refrew rd, Lambeth
HOULDEN, JOHN, Barmby Moor, Yorks, Farmer June 14 Powell, Pocklington, Yorks
HUNTER, MATTHEW, Hartlepool, Pilot June 30 Belk, West Hartlepool
JOHNSON, ALFRED, Stretford, Jewellers' Outfitter June 30 Price & Co, Manchester
JOSHUA, EMMA, Knightsbridge July 8 Twisden & Co, Gray's inn sq
KIRTLAN, JOHN, Southborough, Tunbridge Wells, Wesleyan Minister June 24 Bretherton & Murton-Neale, Tunbridge Wells
KITTLE, JOHN, Caister, Norfolk, Farmer June 30 Burton & Son, Great Yarmouth
KNOCKER, AUGUSTINE, Clifton, Bristol July 10 Benson & Co, Bristol
LADENBURG, WILLIAM, Inverness ter, Bayswater June 24 Samuel & Co, Great Winchester st
LAKIN, ANN, Sandiacre, Derby June 25 Spencer, Nottingham
LOGAN, Col ALFRED, El Cajou, California, USA June 22 Tyrer & Co, Liverpool
MARCHAND, EUGENE EDWARD, Nice June 25 Munton & Co, Temple av
MARRIOTT, CHARLES WILLIAM, Reading, Berks, Doctor June 30 Lane & Co, Portsmouth st, Lincoln's inn fields
MCLELLAN, WILLIAM, St Helen's, Lancs, Draper June 7 Gibson, Wigan
MEGGITT, WILLIAM THOMAS, Mansfield, Notts, Bone Merchant June 30 Alcock, Mansfield
MIRZOIEFF, ALEXANDER, Baku, South Russia, Mercantile Captain June 30 Benjamin & Cohen, College hill
OWEN, EDWARD THOMAS, Birmingham, Post Office Clerk June 24 Bickley & Lynex, Birmingham
PAYNE, HENRY, East Ham June 27 Pearce & Co, Upper Park, Essex
PEARSE, THOMAS FRANKLIN, Woodovis, nr Tavistock June 5 Johnstone, Tavistock
PICKLES, THOMAS, Haworth, Yorks June 20 Lister & Turner, Keighley
RENSHAW, CHARLES ADOLPHE KNOWLES, Sale, Chester, Physician June 30 McDonald, Manchester
RICE, HERBERT, Rochdale, Silk Warehouseman June 7 Butcher, Blackpool
RICHARDSON, CHARLES NICOL, Mossley Hill, Liverpool June 20 Day, Liverpool
RICHARDSON, ELIZA, Sale, Chester June 30 McDonald, Manchester
ROBERTS, JAMES, Basinghall av, Coleman st, Printer July 8 Forbes & Son, Mark ln
ROOME, DINAH, Tunbridge Wells June 24 Bretherton & Murton-Neale, Tunbridge Wells
SHARMAN, AMELIA, Liverpool June 21 Lees, Birkenhead
SHEPPARD, SUSAN ELIZABETH SNEADE, St Albans June 24 Wheatly & Co, stone bldgs, Lincoln's Inn
STOUT, MARTHA, Clitheroe, Lancs June 12 Briggs, Padiham
THOMAS ANN, Southport July 7 Mawdsley & Hadfield, Southport
THORNHILL, JANE ELIZA, Folkestone July 5 Farrer & Co, Lincoln's Inn fields
TWAMLEY, JANE, Uttoxeter, Staffs June 24 Briggs, Derby
TWYNAM, HUMPHREY MARTIN, Hayes, Kent June 20 Latter & Willett, Bromley, Kent
WALFORD, LOUISA, Tunbridge Wells June 30 Crosse & Sons, Lancaster pl, Strand
WARD, JOHN, Gower st July 21 Merrimans & Thirlby, Mitre et Temple
WEBBER, ELLEN MARY, Torquay June 21 Smith & Co, Truro
WILSON, WILLIAM, Hunslet, Leeds, Perambulator Manufacturer June 23 Granger & Nield, Leeds
YATES, SAMUEL, Burley, Leeds Overlooker June 23 Harrison & Sons, Leeds

Bankruptcy Notices.

London Gazette.—TUESDAY, May 20.

ADJUDICATIONS.

BROWN, THOMAS WILLIAM, Bradford Leeds Pet May 15 Ord May 15
CLARK, JAMES AMBROSE FREEMAN, Caversham, Reading Miller Reading Pet April 23 Ord May 15
CREW, ALBERT, Westleigh, nr Burlescombe, Devon Baker Taunton Pet April 18 Ord May 17
FORD, SAMUEL JOHN, and JAMES GASSON, Holland rd, Builders High Court Pet May 15 Ord May 15
FOSTER, WILLIAM HENRY, Coventry, General Dealer Coventry Pet May 16 Ord May 16
GIESECKE, FRITZ, New Oxford st, Importer High Court Pet May 15 Ord May 15
HARSE, ARTHUR AUGUSTUS, Keynsham, Somerset, Picture house Proprietor Bristol Pet May 15 Ord May 16
HILL, LUCY HANNAH, Bradford Bradford Pet May 15 Ord May 15
HIRST, SELWYN, Stockport, Architect Huddersfield Pet Mar 19 Ord May 17
HOOPER, TOM, Bicester, Oxford, Journeyman Carpenter Oxford Pet May 10 Ord May 14
JOHN, DAVID, Burry Port, Carmarthen, Butcher, Carmarthen Pet May 16 Ord May 16
KERR, JOHN WILLIAM, York, Plumber York Pet May 15 Ord May 15
LAWRENCE, CHRISTOPHER JOHN, Lovington, Somerset Carpenter Yeovil Pet May 16 Ord May 16
LEVY, LAURENCE ABRAHAM, Goldhawk rd, Hammersmith, Tailor High Court Pet April 5 Ord May 15
LOACH, SAMUEL, Carlton, Notts, Builder Nottingham Pet May 15 Ord May 15
MASON, FREDERICK, Purley, Surrey, Bank Clerk Croydon Pet May 9 Ord May 14
MATTHEWS, EDWARD REYNOLDS, Longton, Staffs, Tobacco Dealer Stoke upon Trent Pet April 25 Ord May 15
MORELAND, HENRY, Weybridge, Surrey Kingston, Surrey Pet Mar 11 Ord May 17
NOBLE, CATHERINE PENELOPE, Reading Reading Pet April 9 Ord May 15
OWERS, JAMES, Northcote rd, Walthamstow, Meat Salesman High Court Pet May 15 Ord May 15
RAYNOR, WILLIAM, West Bridgford, Notts, Mechanic Nottingham Pet May 15 Ord May 15
SCRAFTON, JOSEPH, Willington, Durham, Hay and Corn Dealer Durham Pet May 16 Ord May 16
SMITH, WALTER ALBERT, Middlesbrough, Wholesale Drysalter Middlesbrough Pet May 17 Ord May 17
SPROSEN, HENRY JAMES, Worcester, Journeyman Organ Builder Worcester Pet May 16 Ord May 16
SPROSEN, MARY JANE, Worcester, Worcester Pet May 16 Ord May 16
STANDING, ERNEST, Romford rd, Forest Gate High Court Pet Jan 31 Ord May 15
THOMAS, DAVID BROWN, Hammersmith High Court Pet May 14 Ord May 14
THOMAS, SAMUEL, Brixham, Devon, Market Gardener Plymouth Pet May 16 Ord May 16
WATSON, JAMES HUME, Comeragh rd, West Kensington Share Broker High Court Pet Jan 29 Ord May 15
WELSH, WILLIAM ALEXANDER, Sunderland, Seedsman Sunderland Pet April 25 Ord May 15
WOOD, JAMES, Bishop Auckland, Photographer Durham Pet May 15 Ord May 15

London Gazette.—FRIDAY, May 23.

RECEIVING ORDERS.

ASHMEAD-BARTLETT, FRANCIS GEORGE CONINGSBY, Queen's Gate ter High Court Pet Feb 22 Ord May 20

BEHRMANN, EMIL, Kingsway House, Kingsway, Portrait Maker High Court Pet Mar 14 Ord May 20
BENKEL, BARNETT, Knightsbridge chmbrs, 7, Brompton rd, Tobacconist's Manager High Court Pet May 7 Ord May 19
BLAKE, FIENNES W E, Chichester Brighton Pet April 25 Ord May 19
BUTLER, EDWARD, Raul rd, Hanover Park, Peckham Horsedealer High Court Pet Mar 31 Ord May 20
CALVERT, A, Peckham rye, Grocer High Court Pet April 30 Ord May 19
CAMPBELL, L, New Broad st, Director of Public Companies High Court Pet April 10 Ord May 19
COOKSEY, JABEZ, Barbican High Court Pet April 15 Ord May 19
DARNLEY, RICHARD EDWARD, Longwood Gate, Longwood, Huddersfield, Motor Engineer Huddersfield Pet May 19 Ord May 19
DAY, EDWARD, Scawcett Farm, Epworth, Lincoln, Farmer Sheffield Pet May 19 Ord May 19
DENYER, WALTER, Healing, Lincoln, Commercial Traveller Great Grimsby Pet May 20 Ord May 20
ELLIOTT, ALFRED GEORGE, Worksop, Notts, Motor Engineer Sheffield Pet May 20 Ord May 20
FORDER, WALTER, Pakefield, Suffolk, Builder Great Yarmouth Pet May 8 Ord May 19
HEMMINGS, WILLIAM HENRY, Wolverhampton, China Merchant Wolverhampton Pet May 20 Ord May 20
HIND, WILLIAM MARSDEN, Birkenhead Birkenhead Pet April 4 Ord May 21
HUGHES, EDGAR, Barrow in Furness Sweet Merchant Barrow in Furness Pet May 19 Ord May 19
INGHAM, FRANK, Crowland, Lincoln, Butcher Peterborough Pet May 19 Ord May 18
JOHNSON, EDWARD THOMAS, Gorleston, Suffolk, Insurance Broker Great Yarmouth Pet May 5 Ord May 16
JONES, THOMAS JAMES, Birkenhead, Beerhouse Keeper Birkenhead Pet May 8 Ord May 21
LLOYD, DAVID FRANCIS, Tremadoc, Carnarvon, Grocer Portmadoc Pet May 21 Ord May 21
LOCKHART, Lieut J S, Belgaum, India High Court Pet April 3 Ord May 21
LOMAS, LUKE, Hayfield, Derbyshire, Farmer Stockport Pet May 19 Ord May 19
LONGMAN, SYDNEY, North End rd, Kensington, Commission Agent High Court Pet April 10 Ord May 21
MILLER, FREDERICK HENRY, Belvedere, Kent, Coal Merchant Rochester Pet May 2 Ord May 19
MYHILL, GEORGE GODFREY, Leamington, Warwick, Grocer Warwick Pet May 21 Ord May 21
POOCK, JOHN ALFRED, Norwich, Dentist Norwich Pet May 9 Ord May 19
POSKITT, TOM, Ferrybridge, Yorks, Blacksmith Wakefield Pet May 19 Ord May 19
PRIESTLEY, EDWARD WALTER, Gainsborough, Lincs, Fruiterer Lincoln Pet May 20 Ord May 20
ROBINSON, WALTER, Margate, Upholsterer Canterbury Pet May 21 Ord May 21
SILVER, BERNARD, Stepney green, Egg Merchant High Court Pet May 21 Ord May 21
TANSILL, ERNEST TOM, Worcester, Photographer Worcester Pet May 21 Ord May 21
VALE, GEORGE LEVI, Kings Norton, Birmingham, Timber Merchant Birmingham Pet May 20 Ord May 20
WEARING, EDMUND ALBERT, Nailsea, Somerset, Builder Bristol Pet May 21 Ord May 21
WELLARD, ALFRED, Queensborough, Grocer Rochester Pet May 21 Ord May 21
WOLF, CHARLES, Kilburn sq, Jeweller Croydon Pet April 14 Ord May 20
WOOD, WILLIAM JOHN GIBBONS, Bristol, Draper Bristol Pet May 13 Ord May 19

Amended Notice substituted for that published in the London Gazette of May 20.

THOMAS, DAVID BROWN, The Grove, Hammersmith High Court Pet May 14 Ord May 15

FIRST MEETINGS.

ASHMEAD-BARTLETT, FRANCIS GEORGE CONINGSBY, Queen's Gate ter June 5 at 1 Bankruptcy bldgs Carey st
BEHRMANN, EMIL, Kingsway House, Kingsway, Portrait Painter June 2 at 12 Bankruptcy bldgs, Carey st
BENKEL, BARNETT, Brompton rd, Tobacconist's Manager June 5 at 12 Bankruptcy bldgs, Carey st
BLAKE, FIENNES W E, Chichester June 3 at 2.30 12A, Marlborough pl, Brighton
BUTLER, EDWARD, Raul rd, Hanover pk, Peckham, Horse Dealer June 6 at 11 Bankruptcy bldgs, Carey st
CALVERT, A, Peckham rye, Grocer June 2 at 1 Bankruptcy bldgs, Carey st
CAMPBELL, L, New Broad st June 5 at 11.30 Bankruptcy bldgs, Carey st
COOKSEY, JABEZ, Barbican June 5 at 12.30 Bankruptcy bldgs, Carey st
CRIPPS, GEORGE, Stow Bridge, Downham Market, Norfolk, Grocer May 31 at 12.30 Off Rec, 8, King st, Norwich
DE WIPE, AUGUSTE, Devonshire sq, Merchant June 5 at 11 Bankruptcy bldgs, Carey st
FOSTER, WILLIAM HENRY, Coventry, General Dealer June 2 at 11 Off Rec, 8, High st, Coventry
HAM, ARTHUR JAMES VINCENT, HM Prison, Exeter June 2 at 4.15 94, High st, Barnstaple
HEMMINGS, WILLIAM HENRY, Wolverhampton, China Merchant June 3 at 12 Off Rec, 30, Lichfield st, Wolverhampton
HICKS, R H, Richmond, Surrey June 4 at 11.30 132, York rd, Westminster Bridge rd
HILTON, JOHN GEORGE MAXWELL, Birmingham, Electrical Engineer June 4 at 11.30 Ruskin chmbrs, 191, Corporation st, Birmingham
JOHN, DAVID, Burry Port, Carmarthen, Butcher June 3 at 12 Off Rec 4, Queen st, Carmarthen
LAWRENCE, CHRISTOPHER JOHN, Lovington, Somerset Carpenter May 31 at 12.30 Off Rec, City chmbrs, Catherine st, Salisbury
LOCKHART, Lt B S, Belgaum India June 2 at 11 Bankruptcy bldgs, Carey st
LOMAS, LUKE, Hayfield, Derby, Farmer June 4 at 11 Off Rec, 6, Vernon st, Stockport
LONGMAN, SYDNEY, North End rd, Kensington, Commission Agent June 2 at 11.30 Bankruptcy bldgs, Carey st
MARTIN, ROBERT, Ilfracombe, Town Crier June 2 at 4 94, High st, Barnstaple
MILLER, FREDERICK HENRY, Belvedere, Kent, Coal Merchant June 3 at 2.30 115, High st, Rochester
POSKITT, TOM, Ferrybridge, Yorks, Blacksmith June 2 at 10 30 Off Rec, 21, King st, Wakefield
READ, JAMES, Lakedale rd, Plumstead, Fishmonger June 4 at 11 132, York rd, Westminster Bridge rd
SILVER, BERNARD, Stepney green, Egg Merchant June 2 at 11.30 Bankruptcy bldgs, Carey st
SMITH, EDWARD ROBERT, Chesterton, Cambs, Baker May 31 at 12 Off Rec, 5, Petty cury, Cambridge
STANDEN, HERBERT EDWARD, Peterborough, General Dealer June 6 at 11.40 Law Courts, Peterborough
THOMAS, SAMUEL, Brixham, Devon, Market Gardener June 3 at 3.15 7, Buckland ter, Plymouth
THORLEY, GEORGE HENRY, Longton, Staffs, Farmer May 31 at 11.30 Off Rec, King st, Newcastle, Staffs
VALE, GEORGE LEVI, King's Norton, Birmingham, Timber Merchant June 4 at 12 Ruskin chmbrs, 191, Corporation st, Birmingham
WOOD, JAMES, Bishop Auckland, Photographer June 2 at 2.30 Off Rec, 3, Manor pl, Sunderland

ADJUDICATIONS

BENKEL, BARNETT, Brompton rd, Tobacconist's Manager High Court Pet May 7 Ord May 21
BUCHANAN-WILSON, ROY, Maddox st High Court Pet Mar 20 Ord May 19
CALVERT, ALFRED ALEXANDER, Peckham rye, Grocer High Court Pet April 30 Ord May 21
DARNLEY, RICHARD EDWARD, Longwood Gate, Longwood, Huddersfield, Motor Engineer Huddersfield Pet May 19 Ord May 19
DAY, EDWARD, Epworth, Lincs, Farmer Sheffield Pet May 19 Ord May 19
DENYER, WALTER, Healing, Lincs, Commercial Traveller Great Grimsby Pet May 20 Ord May 20
ELLIOTT, ALFRED GEORGE, Worksop, Notts, Motor Engineer Sheffield Pet May 20 Ord May 20
GARDNER, WILLIAM CHARLES, Grosvenor rd, Pimlico, Gold Lacemen High Court Pet May 8 Ord May 17
HAM, ARTHUR JAMES VINCENT, H.M Prison, Exeter Barnstaple Pet May 2 Ord May 21
HEMMINGS, WILLIAM HENRY, Wolverhampton, China Merchant Wolverhampton Pet May 20 Ord May 20
HUGHES, EDGAR, Barrow in Furness, Sweet Merchant Barrow in Furness Pet May 19 Ord May 18
INGHAM, FRANK, Crowland, Lincs, Butcher Peterborough Pet May 19 Ord May 19
JOHNSON, EDWARD THOMAS, Gorleston, Insurance Broker Great Yarmouth Pet May 5 Ord May 20
KAUF, ALFRED, Holborn viaduct, Merchant High Court Pet Mar 4 Ord May 19
LLOYD, DAVID FRANCIS, Tremadoc, Grocer Portmadoc Pet May 21 Ord May 21
LOMAS, LUKE, Hayfield, Derby, Farmer Stockport Pet May 19 Ord May 19
MANSFIELD, HENRY, Portland pl North, Clapham rd, Job Master High Court Pet April 3 Ord May 17
MILLER, FREDERICK HENRY, Picardy hill, Belvedere, Coal Merchant Rochester Pet May 2 Ord May 21
MYHILL, GEORGE GODFREY, Leamington, Warwick, Grocer Warwick Pet May 21 Ord May 21
PANK, GEORGE, and LLOYD ARTHUR DUNN, Peterborough, Tobacconists Peterborough Pet April 26 Ord May 20
POSKITT, TOM, Ferrybridge, Yorks, Blacksmith Wakefield Pet May 19 Ord May 19
PRIESTLEY, EDWARD WALTER, Gainsborough, Lincoln, Fruiterer Lincoln Pet May 20 Ord May 20
ROBINSON, WALTER, Margate, Upholsterer Canterbury Pet May 21 Ord May 21
SANDFORD, RICHARD GEORGE, Southall Windsor Pet April 25 Ord May 21
TANSILL, ERNEST TOM, Worcester, Photographer Worcester Pet May 21 Ord May 21
THORLEY, GEORGE HENRY, Longton, Staffs, Farmer Stoke upon Trent Pet April 29 Ord May 21
VALE, GEORGE LEVI, Kings Norton, Birmingham, Timber Merchant Birmingham Pet May 20 Ord May 20
WEARING, EDMUND ALBERT, Nailsea, Somerset, Builder Bristol Pet May 21 Ord May 21
WELLARD, ALFRED, Queenborough, Grocer Rochester Pet May 21 Ord May 21
WHITE, GEORGE HOWARD, New Broad st, Company Promoter High Court Pet Mar 8 Ord May 20
WILSHERE, NORMAN MIDDELTON, King's rd, Chelsea, Commission Agent High Court Pet Feb 26 Ord May 21
WOOD, WILLIAM JOHN GIBBONS, Bristol, Draper Bristol Pet May 19 Ord May 19

Amended Notice substituted for that published in the London Gazette of Mar 28:

WALLACE, CHARLES CLAUDE, Dover st High Court Pet Feb 7 Ord Mar 20

Amended Notice substituted for that published in the London Gazette of May 20:

THOMAS, DAVID BROWN, The Grove, Hammersmith High Court Pet May 14 Ord May 15

RECEIVING ORDERS.

London Gazette.—TUESDAY, May 27.

BELLERBY, HENRY FRANK, Clydesdale rd, Notting Hill Warehouseman High Court Pet May 23 Ord May 23
BERRY, JOHN, Gleaston, nr Ulverston, Farmer Barrow in Furness Pet April 30 Ord May 23
BLAKE, MORGAN DIX, Grantchester, Cambs Cambridge Pet April 19 Ord May 24
BOULTON, HARRY, Gissing, Norfolk, Grocer Ipswich Pet May 22 Ord May 22
BROWNHILL, HENRY STRONG, Scarcroft, nr Leeds, Commercial Traveller Leeds Pet May 23 Ord May 23
CLARK, JOSEPH HENRY, Ilkestone, Derby, Proprietor of a General and Fancy Bazaar Derby Pet May 24 Ord May 24
COLE, BESSIE LOUISE, Trinity rd, Upper Tooting Wandsworth Pet May 23 Ord May 23
CONEY, THOMAS, Sleaford, Lincs Boston Pet May 24 Ord May 24
DAWSON, PALLISIER, Great Winchester st High Court Pet Feb 24 Ord May 20
DOWTHWAITE, ROBERT EDWARD, West Bridgford, Notts, Timber Merchant Nottingham Pet May 9 Ord May 21
DUMPLETON, MARGUERITE, Leighton Buzzard, Milliner Luton Pet May 23 Ord May 23
DUTTON, HERBERT GODDARD, Mac Erin, Medstead, Southampton, Chemist Southampton Pet May 22 Ord May 22
EVANS, JOHN HENRY, Hollingborne rd, Herne Hill High Court Pet Dec 19 Ord May 23
GARARD, ELIZABETH, West Southborne, Bournemouth, Draper Poole Pet May 22 Ord May 22
HEY, ARTHUR, Bradford, Brewer Lewes Pet May 22 Ord May 22
HILLIER, EDWIN PERCY, Blackwater, Isle of Wight, Dairy Farmer Newport Pet May 21 Ord May 21
HOLDCROFT, JOHN THOMAS, Hanley, Confectioner Hanley Pet May 3 Ord May 23
HUGILL, WILLIAM, Middlesbrough, Tobacconist Middlesbrough Pet May 8 Ord May 23
JOHNS, JOSHUA LEWIS, Baglan, Briton Ferry, Glam, Steelworker Neath Pet May 24 Ord May 24
LEEDS, GERALD STEPHEN, Ipswich, Merchant's Clerk Ipswich Pet May 22 Ord May 22
LOWE, MARK, High Wycombe, Bucks, Grocer's Assistant Aylesbury Pet May 24 Ord May 24
NEWBURY, GEORGE EDWARD ALFRED, Leeds, Head Waiter Leeds Pet May 22 Ord May 22
PARKER, MIRIAM ISABEL, Highfield, Millom, Cumberland, Schoolmistress Whitehaven Pet May 22 Ord May 22
PRICE, A E, Acton ln, Acton, Boot Dealer St Albans Pet May 5 Ord May 23
RAYNOR, JOSEPH, Old Basford, Nottingham, Labourer Nottingham Pet May 22 Ord May 22
REECE, ELIZABETH, Colwyn Bay, Denbigh, Confectioner Bangor Pet May 24 Ord May 24
ROWLEY, THOMAS WILLIAM, Sheffield, Tobacconist Sheffield Pet May 24 Ord May 24
SADLER, WILLIAM, Havant, Hants, Grocer Portsmouth Pet May 24 Ord May 24
SEEGER, HANS LUDWIG, Queen's gdns, Lancaster gate High Court Pet April 1 Ord May 22
SMITHSON, JOHN HENRY, Slingsby, nr Malton, Yorks, Butcher Scarborough Pet May 23 Ord May 23
SUMMERS, FRANK JAMES, Dover st, Company Director High Court Pet Mar 13 Ord May 22
ZIGMOND, MYER, Commercial rd, Wine Merchant High Court Pet May 6 Ord May 22

FIRST MEETINGS.

BELLERBY, HENRY FRANK, Clydesdale rd, Notting hill Warehouseman June 6 at 12 Bankruptcy bldgs Carey st
BOULTON, HARRY, Gissing, Norfolk, Grocer June 5 at 1 Off Rec, 36, Princes st, Ipswich
BROWNHILL, HENRY STRONG, Scarcroft, nr Leeds, Commercial Traveller June 4 at 3 Off Rec, 24, Bond st, Leeds
DARNLEY, RICHARD EDWARD, Longwood, Huddersfield Motor Engineer June 4 at 2.45 Huddersfield Incorporated Law Society's Room, Imperial arcade, New st, Huddersfield
DAWSON, PALLISIER, Great Winchester st June 6 at 11.30 Bankruptcy bldgs, Carey st
DAY, CHARLES, Yiewsley, Cartage Contractor June 4 at 12 Off Rec, 14, Bedford row
DAY, EDWARD, Epworth, Lincoln, Farmer June 5 at 12.30 Off Rec, Figtree ln, Sheffield
DENYER, WALTER, Healing, Lincs, Commercial Traveller June 5 at 10.15 Off Rec, St Mary's chmbrs, Great Grimsby
DUTTON, HERBERT GODDARD, Southampton, Chemist June 4 at 12 Off Rec, Midland Bank chmbrs, High st, Southampton
EVANS, JOHN HENRY, Hollingborne rd, Herne Hill, June 6 at 1 Bankruptcy bldgs, Carey st
GARARD, ELIZABETH, Bournemouth June 4 at 4 Arcade chmbrs (first floor), Bournemouth
HEY, ARTHUR, Bradford, Brewer June 4 at 12 Off Rec, 12A, Marlborough pl, Brighton
HILLIER, EDWIN PERCY, Blackwater, I of W, Dairy Farmer June 5 at 11 Off Rec, 98, High st, Newport, I of W
HOLDCROFT, JOHN THOMAS, Hanley, Confectioner June 4 at 11.30 Off Rec, King st, Newcastle, Staffs
JOHNSON, EDWARD THOMAS, Gorleston, Suffolk, Insurance Broker June 4 at 12.30 Off Rec, 8, King st, Norwich
LEEDS, GERALD STEPHEN, Ipswich, Confectioner June 5 at 1.15 Off Rec, 36, Princes st, Ipswich
LOACH, SAMUEL, Carlton, Notts, Builder June 6 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
MYHILL, GEORGE GODFREY, Leamington, Grocer June 4 at 11.30 Off Rec, 8, High st, Coventry
NEWBURY, GEORGE EDWARD ALFRED, Leeds, Head Waiter June 4 at 3.30 Off Rec, 24, Bond st, Leeds
PRIESTLEY, EDWARD WALTER, Gainsborough, Lincs, Fruiterer June 5 at 12.30 Off Rec, 10, Bank st, Lincoln

RAYNOR, JOSEPH, Old Basford, Nottingham, Labourer June 6 at 11.30 Off Rec, 4, Castle pl, Park st, Nottingham

RAYNOR, WILLIAM, West Bridgford, Notts, Mechanic June 6 at 12 Off Rec, 4, Castle st, Park st, Nottingham

SANDFORD, RICHARD GEORGE, Southall, Mdlsx June 5 at 3 Off Rec, 14, Bedford row

SEEGER, HANS LUDWIG, Queen's gdns, Lancaster Gate July 1 at 11 Bankruptcy bldgs, Carey st

SMITH, WALTER ALBERT, Middlesbrough, Wholesale Drysalter June 4 at 11.30 Off Rec, Court chmbrs, Albert rd, Middlesbrough

SMITHSON, JOHN HENRY, Slingsby, nr Malton, Yorks, Butcher June 4 at 4 Off Rec, 48, Westborough, Scarborough

SUMMERS, FRANK JAMES, Dover st, Company Director June 5 at 12 Bankruptcy bldgs, Carey st

TANSILL, ERNEST TOM, Tything, Worcester, Photographer June 4 at 11 Off Rec, 11, Copenhagen st, Worcester

WEARING, EDMUND ALBERT, Nailsea, Somerset, Builder June 4 at 11.45 Off Rec, 26, Baldwin st, Bristol

WELLARD, ALFRED, Queenborough, Kent, Grocer June 4 at 3 115, High st, Rochester

WOLF, CHARLES, Kilburn sq, Jeweller June 4 at 12 132, York rd, Westminster Bridge rd

WOOD, WILLIAM JOHN GIBBONS, Bristol, Draper June 4 at 11.30 Off Rec, 26, Baldwin st, Bristol

ZIGMOND, MYER, Commercial rd, Wine Merchant June 5 at 11 Bankruptcy bldgs, Carey st

NOTICE.

THE LAND REGISTRY will be closed on June 3rd, being the day appointed for the celebration of His Majesty's Birthday.

By Order of the
LORD CHANCELLOR.

D'ARCY LITTLE,
Secretary, Land Registry.